

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 1913/2010 & IA No.14210/2014 & CC No.55/2011

Decided on 24.03.2015

IN THE MATTER OF :

M/S SONY INDIA PVT. LTD. Plaintiff

Through: Mr. Rahul Malhotra, Advocate

versus

M/S MIRAJ INFOTECH LTD. Defendant

Through: Mr. Manish Bhasin, Advocate with
Mr. A.K. Pandey, MD of the defendant
in person.

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HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. Pursuant to the parties appearing before the learned Mediator appointed by the Delhi High Court Mediation & Conciliation Centre, a Settlement Agreement dated 10.11.2014 has been placed on record and the terms and conditions of the settlement are set out in para 6 thereof.

2. Counsels for the parties jointly state that in terms of the agreement, they have agreed to settle all their *interse* disputes, subject matter of the present suit and the counter claim filed by the defendant by the defendant paying a lump sum amount of ₹53.00 lacs to the plaintiff, in the manner set out in para 6(a) of the Settlement Agreement.

3. Counsel for the plaintiff states that the cheques in question for ₹53.00 lacs issued by the defendant in four instalments, were duly encashed and the entire amount has been received by his client.

4. Counsels for the parties jointly state that in view of the fact that the settlement has been implemented, nothing further survives in the present suit and the counter claim, which may be disposed of.

5. The Court has perused the Settlement Agreement dated 10.11.2014 and the terms and conditions of settlement are set out in para 6 thereof. The same has been signed by the authorized representatives of the plaintiff and the defendant and their respective counsels and the learned Mediator. Accompanying the Settlement Agreement are the authorizations issued in favour of the authorized signatories of the plaintiff and the defendant companies and the photocopies of the cheques of ₹53.00 lacs handed over by the defendant to the plaintiff.

6. As the counsels for the parties state that the parties have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the same. The Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement arrived at between them.

7. The suit and the counter claim are disposed of in view of the aforesaid settlement arrived at between the parties, along with the pending application, while leaving the parties to bear their own costs.

8. At this stage, learned counsels for the parties state that in view of the fact that the parties have arrived at a settlement through the court annexed mediation prior to the framing of issues in the suit, they are entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

9. In view of the aforesaid submission made by the counsels for the parties, the Registry is directed to issue a certificate in favour of the plaintiff and the defendant for refund of the court fees, as per law.

10. File be consigned to the record room.

MARCH 24, 2015
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(HIMA KOHLI)
JUDGE