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

+ CS(OS) 3066/2011

M/S CANBANK FACTORS LTD Plaintiff
Through: Mr. Yogesh Swroop, Advocate with
Mr. P.K. Mittal, Advocate

versus

M/S UNIWORD TELECOM LTD AND ORS Defendants
Through: Mr. Sumit Purohit, Advocate for D-1
to D-5.
Mr. Amit Dayal, Advocate for D-6.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
27.03.2015

1. On the last date of hearing, a Settlement Agreement had been forwarded by the Mediation Centre. However, as none was present on behalf of the plaintiff, in the interest of justice, the case was adjourned for today.
2. Today, when the case was taken up on the first call, counsel for the plaintiff was absent. Even on the second call, he did not present himself. In the post lunch session, Mr. Yogesh Swroop, Advocate enters appearance and states that the arguing counsel, Mr. P.K. Mittal was present in the court complex in the pre-lunch session but has had to go home.

3. The Court does not see any justification for the absence of the counsel for the plaintiff, particularly, when he is aware of the fact that a Settlement Agreement has been placed on record and he had remained absent even on the last date of hearing. While declining to adjourn the case once again, the case is proceeded with further.

4. As per the Settlement Agreement dated 06.02.2015 executed in the Delhi High Court Mediation and Conciliation Centre, the parties have arrived at a settlement, whereunder a sum of ₹1,60,00,000/- has been paid by the defendant No.1 to the plaintiff in full and final settlement of all its claim against the defendants. Counsel for the defendants states that the entire amount stands paid to the plaintiff and nothing further is due and payable by the defendants.

5. The Settlement Agreement has been signed by the authorised representatives of the plaintiff, defendant No.1, 6 and 7 and the defendants No.2 to 5 through their power of attorney holder, by the respective counsels for the parties as also the learned Mediator. Enclosed with the Settlement Agreement are the copies of the authorizations/power of attorney executed in favour of the signatories to the Agreement.

6. As 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 is decreed in terms of the settlement, while leaving the parties to bear their own expenses.

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court annexed mediation and the suit is at the stage of completion of pleadings, the plaintiff is entitled to claim refund of the court fee in terms of Section 16 of the Court Fees Act.

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

10. File be consigned to the record room.

HIMA KOHLI, J

MARCH 27, 2015

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