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

+ CS(OS) 2729/2014 and I.A. 13180/2015 (by the plaintiff u/S 151 CPC for refund of court fee)

SAMIR CHAWLA Plaintiff
Through: Mr. Harish Katyal, Advocate with
Ms. Renu Katyal, Advocate

versus

SANDEEP KAPUR Defendant
Through: Ms. Maneesha Dhir, Advocate with
Mr. Karan Batura, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
06.07.2015

1. Pursuant to the parties appearing before the learned Mediator, they have arrived at a settlement as recorded in the Settlement Agreement dated 25.05.2015.
2. The plaintiff has instituted the present summary suit against the defendant for recovery of ₹2,06,33,501/- + ₹42,000/- alongwith interest. During the pendency of the present proceedings, the parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre, whereunder the defendant has paid a sum of ₹1,50,00,000/- to the plaintiff in full and final settlement of all his claims, subject matter of the present suit. Counsel for the plaintiff

confirms that the draft of ₹1,50,00,000/- handed over by the defendant to the plaintiff in the course of mediation has been duly encashed and now, nothing further survives for adjudication in the present suit. He states that the suit may be disposed of and his client may be permitted refund of the court fee under Section 16 of the Court Fee Act.

3. Issue notice.

4. Counsel for the defendant accepts notice and confirms the fact that the parties have arrived at a settlement as recorded in the Settlement Agreement dated 25.05.2015, whereunder her client has paid a sum of ₹1,50,00,000/- to the plaintiff in full and final settlement. She states that she has no objection to the present application being allowed.

5. Both the parties state that in view of the settlement arrived at between the parties, the plaintiff has agreed not to pursue the criminal complaint filed against the defendant under Section 138 of the Negotiable Instruments Act, as per the details mentioned in the Settlement Agreement.

6. The Court has perused the Settlement Agreement. The same has been signed by the plaintiff and the defendant and their respective counsels as also the learned Mediator.

7. As counsels for the parties jointly state that their clients 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 said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

8. In view of the fact that the parties have arrived at a settlement through court annexed mediation at the stage of notice in the suit, I.A. 13180/2014 is allowed. The Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees in terms of Section 16 of the Court Fees Act.

9. The suit is disposed of, along with the pending application.

10. File be consigned to the record room.

HIMA KOHLI, J

JULY 06, 2015

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