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

+ CS(OS) 2229/2010

MOSER BAER INDIA LTD Plaintiff
Through : Mr. Ankit Rastagi, Advocate

versus

SANJAY JAIN & ORS Defendants
Through : Mr. Ayush Chaudhary, Advocate
for D-1 & 2
with Mr. Sanjay Jain, proprietor of
D-2 in person.
Mr. Paramjeet Singh Chhabra, proprietor of
D-3 in person.
Mr. D. Hasija, Advocate with
Mr. Rajinder Rawat, AR of D-4.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 29.09.2015

1. Amended memo of parties has not been placed on record. However, counsel for the plaintiff hands over a copy thereof, which is taken on record.
- 2.. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 28.8.2015 has been placed on record.
3. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the defendants No.1 & 2 have agreed to pay a sum of Rs.25,000/- to the plaintiff as token costs. The

defendant No.3 shall pay a sum of Rs.10,000/- and defendant No.4 shall pay a sum of Rs. 1.00 lac to the plaintiff as token cost.

4. Counsel for the plaintiff states that he has received a sum of Rs.25,000/- from the defendants No.1 & 2 and a sum of Rs.1.00 lac from the defendant No.4, thus leaving the defendant No.3.

5. Counsel for the defendant No.3 hands over a demand draft for a sum of Rs.10,000/- to the counsel for the plaintiff, which is duly accepted.

6. Counsels for the parties jointly state that the suit may be decreed in terms of the settlement arrived at between the parties.

7. The Court has perused the Settlement Agreement. The terms and conditions of the settlement are set out in para 7 (a) to (q). The Settlement Agreement has been signed by the authorized representatives of the plaintiff, defendant No.4 and the sole proprietors of the defendants No.1 to 3 and their respective counsels as also by the learned Mediator.

8. As counsels for the plaintiff and the defendants jointly state that they 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 Settlement Agreement is taken on record and the

parties shall remain bound by the terms and conditions thereof.

9. The suit is decreed, while leaving the parties to bear their own expenses. Decree sheet be drawn accordingly.

10. The suit is disposed of.

IA No. 20596/2015 (by the plaintiff u/Sec. 16 of the Court Fees Act, 1870)

1. The present application has been filed by the plaintiff stating *inter alia* that in view of the fact that the parties have arrived at a settlement through court annexed mediation, prior to the stage of framing of issues in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

2. In view of the averments made in the application, the same is allowed. Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees under Section 16 of the Court Fees Act.

3. The application is disposed of.

4. File be consigned to the record room.

SEPTEMBER 29, 2015
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(HIMA KOHLI)
JUDGE