

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

+ CS(OS) 2304/2013

Decided on : 27.01.2015

IN THE MATTER OF:

JARDEN CONSUMER SOLUTIONS OF INDIA (P) LTD. Plaintiff
Through : Mr. Arjun Khera, Advocate

versus

RAHUL MEHTA Defendant
Through : Defendant in person

**CORAM
HON'BLE MS.JUSTICE HIMA KOHLI**

HIMA KOHLI, J.(Oral)

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Agreement dated 11.9.2014 has been placed on record.

2. Counsel for the plaintiff and the defendant who appears in person(duly identified by the counsel for the plaintiff) state that they have arrived at a full and final settlement, as recorded in the Settlement Agreement, whereunder the defendant has paid the agreed amount of ₹12,75,000/- to the plaintiff in full and final settlement of the disputes raised in the suit. Learned counsel for the plaintiff confirms that the

aforesaid amount has already been paid by the defendant in installments, as was agreed upon and now, nothing further is due or payable by him. He further states that the defendant has furnished the C-forms to the plaintiff, in terms of clause (d) of the Settlement Agreement. Both the parties request that the suit may be disposed of in terms of the settlement.

3. The defendant who appears in person, has produced his Voter I-Card as proof of identify and hands over a photocopy thereof which is taken on record.

4. The Court has perused the Settlement Agreement dated 11.9.2014. The same has been signed by the authorized representative of plaintiff and its counsel and the defendant as also by the learned Mediator.

5. As the counsel for the plaintiff and the defendant 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 Settlement Agreement. The parties shall remain bound by the terms and conditions of the settlement arrived at between them.

6. The Settlement Agreement dated 11.9.2014 is taken on record. The suit is disposed of, while leaving the parties to bear their own costs.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation prior to the stage of framing of issues, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

8. 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 50% of the court fees, as per law.

File be consigned to the record room.

JANUARY 27, 2015
mk

(HIMA KOHLI)
JUDGE