

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ **CS(OS) 2321/2013 & IA No.19031/2013**

Decided on 22.01.2015

IN THE MATTER OF :

ALKEM LABORATORIES LTD.

..... Plaintiff

Through: Ms. Ishani Chandra, Advocate

versus

LALIT BOHRA & ORS.

..... Defendants

Through: Mr. Thakur Sumit, Advocate

for D-1 & D-2

Mr.Satyajit Sarna, Advocate for D-3

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. Pursuant to the order dated 5.11.2014 passed by the Joint Registrar, the parties had appeared before the Mediator, whereafter a Settlement Agreement dated 3.12.2014 has been placed on record.

2. Counsels for the parties jointly state that the terms and conditions of the settlement have been recorded in para 6A and 6B of the Settlement Agreement. While the terms and conditions contained para 6A of the Settlement Agreement bind the plaintiff and the defendants No.1 & 2, the terms and conditions set out in para 6B bind the plaintiff and the defendant No.3. All the parties state that they shall remain bound by the terms and conditions of the settlement and request that the suit may be decreed in terms thereof.

3. Learned counsel for the plaintiff confirms that the defendants No.1 & 2 have paid a sum of Rs.25,000/- through a demand draft to the plaintiff and the defendant No.3 has paid a sum of Rs.15,000/- to the plaintiff and thereafter, nothing further is due or payable by any of the defendants to the plaintiff.

4. The Court has heard the counsels for the parties and perused the Settlement Agreement. The same has been signed by the authorized representative of the plaintiff and the defendant No.1 for self, and as a Director of the defendant No.2 as also by the authorized representative of the defendant No.3. Counsels for the parties have signed the Settlement Agreement, alongwith the learned Mediator. Enclosed with the Settlement Agreement are the certified copies of the Resolutions passed in favour of the authorized signatories to the Settlement Agreement.

5. 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement dated 03.12.2014.

6. The suit is decreed in terms of the said Settlement Agreement. The suit is disposed of, along with the pending application, while leaving the parties to bear their own costs.

IA No.1592/2015(u/S 89 CPC r/w S 16 of the Court Fees Act)

1. This application has been filed by the plaintiff praying *inter alia* for refund of the court fees as the suit has been settled through court annexed mediation, prior to the stage of framing of issues.

2. The Registry is directed to issue a certificate in favour of the plaintiff for seeking refund of 50% the court fees in terms of Section 16-A of the Court Fees Act.

JANUARY 22, 2015
mk/rkb

(HIMA KOHLI)
JUDGE