

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ **CS(OS) 2640/2010 and O.A. 147/2013**

Decided on 04.02.2015

IN THE MATTER OF :

SBL PVT LTD

..... Plaintiff

Through: Mr. Manish Srivastava, Advocate with
Mr. R.S. Verma, AR of the plaintiff.

versus

R. CHANDAN AND ANR

..... Defendants

Through: Mr. N. Choudhary, Advocate for D-1.

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. The plaintiff has instituted the present suit against the defendants for damages.

2. During the pendency of the present proceedings, the parties were directed to appear before the Delhi High Court Mediation and Conciliation Centre, for exploring the possibility of their arriving at a negotiated settlement. Pursuant to the aforesaid order, the Delhi High Court Mediation and Conciliation Centre has placed on record a Settlement Agreement dated 22.01.2015, wherein it has been recorded that the parties have arrived at a comprehensive settlement not only in respect of the present suit but in respect of three other litigations, detailed in para 6 of the

Settlement Agreement. In terms of the Settlement Agreement, both parties have decided to withdraw the litigations filed by them against each other. The Court is informed that the criminal complaint filed by the plaintiff against the defendant is listed before the learned ACMM, Karkardooma Court on 16.02.2015 and the plaintiff shall withdraw the same. Similarly, counsel for the defendant states that Suit No.1499/2009 instituted by the defendant No.1 against the plaintiff and pending before the learned ADJ, Karkardooma Court is listed on 09.02.2015 and his client shall be withdrawing the same. As for the case filed by the defendant No.1 against the plaintiff under the Payment of Gratuity Act and pending before the Controlling Authority, the same is stated to be listed on 23.02.2015 and counsel for the defendant No.1 submits that he shall withdraw the same on the date fixed.

3. Both the parties state that in view of the comprehensive settlement, whereunder it has been agreed that no amount shall be paid by one to the other, nothing further survives for adjudication in the present suit and the same may be disposed of. They also state that as the relief in the present suit was mainly directed against the defendant No.1 and the plaintiff/company has arrived at a settlement with the said defendant, it does not wish to pursue the present suit against the defendant No.2.

4. The Court has perused the Settlement Agreement dated 22.01.2015. The same has been signed by the authorized representative of the plaintiff and by the defendant No.1 and their respective counsels apart from the learned Mediator. Accompanying the Settlement Agreement is a General Power of Attorney executed in favour of the authorized representative of the plaintiff/company, who is the signatory in 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 Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the said settlement.

6. The suit is disposed of in terms of the said Settlement Agreement along with the pending application, 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 evidence, 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.

9. File be consigned to the record room.

FEBRUARY 04, 2015
rkb

(HIMA KOHLI)
JUDGE