

\$~8.

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

+ CS(OS) 3243/2011

JAGDISH KUMAR JUNEJA Plaintiff

Through: Mr. Amit Sanduja, Advocate

versus

BHAGWAT SWAROOP AGGARWAL AND OTHERS..... Defendants

Through: None

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

O R D E R

% 08.04.2015

1. Counsel for the plaintiff states that the parties in the present suit were referred to mediation in RSA 316/2014 and pursuant thereto, they have arrived at a settlement as recorded in the Settlement Agreement dated 21.01.2015.

2. As the copy of the Settlement Agreement was not on record, the Mediation Centre was requested to forward a copy of the said Settlement Agreement. On pass over, a copy of the Settlement Agreement dated 21.01.2015 has been received. A perusal thereof shows that a settlement was arrived at between Mr. Sanjay Aggarwal, son of the defendant No.1 and the defendant No.1 on one hand and the plaintiff herein on the other hand. The defendant No.2, Smt. Urmila Aggarwal is stated to be the wife of the defendant No.1. The

terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement and the same mentions that the dispute, subject matter of the aforesaid RSA 316/2014 and the present suit have been settled by the parties on terms as recorded therein.

3. Counsel for the plaintiff states that the original Settlement Agreement was placed in the file of RSA 316/2014 and the same has been taken on record, whereafter the said appeal was disposed of on 17.03.2015. He states that in view of the aforesaid comprehensive settlement arrived at between his client and the defendants herein as also Shri Sanjay Aggarwal, who is not a party in the present suit but a signatory to the Settlement Agreement, the plaintiff does not wish to pursue the suit any further.

4. Accordingly, the copy of the Settlement Agreement dated 21.01.2015 is taken on record. The suit is disposed of in terms of the settlement arrived at between the parties while leaving them to bear their own costs.

5. At this stage, learned counsel for the plaintiff states that as the parties have arrived at a settlement through the court annexed mediation and issues have been framed but evidence has yet to commence, the plaintiff may be issued a certificate under Section 16 of the Court Fee Act.

6. In view of the aforesaid submission, the Registry is directed to issue a certificate of refund of the court fees to the plaintiff under Section 16 of the Court Fees Act.

7. File be consigned to the record room.

HIMA KOHLI, J

APRIL 08, 2015

rkb/sk