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

+ CS(OS) 151/2014

S K BHATT & ASSOCIATE Plaintiff
Through: Mr. Lalit Kumar Jha, Advocate

versus

LORD BUDHA SHIKSHA PRATISTHAN & ANR Defendants
Through: Mr. Prakash Kumar Singh, Advocate
with Ms. Ruchika, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 14.05.2015

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 09.04.2015 has been filed. The terms and conditions of the settlement have been set out in para 7 of the Settlement Agreement.
2. Counsel for the plaintiff states that the suit may be decreed in terms of the Settlement Agreement.
3. The Court has perused the Settlement Agreement. The same has been signed by the partner of the plaintiff/firm and the Secretary of the defendants/society as also their respective counsels and the learned Mediator.

4. As counsels for the parties jointly state that their clients 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.
5. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 09.04.2015, while leaving the parties to bear their own expenses.
6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.
7. 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 the court fees, as per law.
8. The suit is disposed of, along with the pending application.
9. File be consigned to the record room.

MAY 14, 2015
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HIMA KOHLI, J