

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

+ CS(OS) 2498/2009

Decided on : 23.04.2015

IN THE MATTER OF:

M/S SAS SERVIZIO PVT. LTD. Plaintiff

Through : Mr. Anil Grover, Advocate

versus

LIFE INSURANCE CORPORATION(LIC) Defendant

Through : Mr. Ankur Goel, Advocate

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J.(Oral)

I.A. 8339/2015 (joint application under Order XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that pursuant to being referred to the Delhi High Court Mediation and Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 26.3.2015, whereunder the defendant has agreed to pay a sum of Rs.28,14,710/- to the plaintiff in full and final settlement of all the claims, subject matter of the present suit.

2. Counsel for the defendant states that he has brought a cheque bearing No.903494 dated 25.3.2015 drawn on Corporation Bank, K.G. Marg, New Delhi in the sum of Rs.28,14,710/- in favour of the plaintiff, which is handed over and duly accepted by the counsel for the plaintiff, who states that after receiving the said amount, nothing further is due or payable by the defendant in respect of the dispute raised in the present suit.

3. Counsels for the parties state that the suit may be decreed in terms of the settlement arrived at between the parties.

4. The Court has pursued the present application and the contents of the Settlement Agreement dated 26.3.2015. The terms and conditions of the settlement are set out in para 8 of the Settlement Agreement dated 26.3.2015, wherein it has been recorded that the defendant has agreed to pay a sum of Rs.28,14,710/- to the plaintiff. The same has been signed by the constituted attorneys of the plaintiff and the defendant and their respective counsels as also by the learned Mediator. A copy of the said Settlement Agreement is enclosed with the application which is supported by the affidavit of the signatories of the application.

5. As counsels for the plaintiff and the defendant 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement dated 26.3.2015.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 26.3.2015, while leaving the parties to bear their own costs.

7. The suit is disposed of.

I.A.No.8340/2015 (by the plaintiff u/Sec. 89 of the Court Fees Act, 1908)

1. The present application has been filed by the plaintiff stating *inter alia* that as the parties have arrived at a settlement through court annexed mediation and the said settlement has been arrived at prior to the evidence being recorded in the suit, the plaintiff is entitled to claim refund of the court fees under Section 16 of the Court Fees Act.

2. 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, under Section 16 of the Court Fees Act.

3. The date already fixed in the case, i.e., 29.4.2015, stands cancelled.
4. File be consigned to the record room.

APRIL 23, 2015
sk

(HIMA KOHLI)
JUDGE