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

+ CS(OS) 28/2010

SHARAD MAHESHWARI Plaintiff

Through: Mr. Ashish Virmani, Advocate

versus

RAVI MALHOTRA & ORS Defendants

Through: Mr. Mayank Garg, Advocate with

Mr. Kunal Dutt and Ms. Pooja Yadav, Advs.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **03.09.2015**

1. On the last date of hearing, counsels for the parties had stated that they had arrived at a settlement in terms of the Settlement Agreement dated 26.03.2015. However, none was present on behalf of the plaintiff on the said date. Mr. Ved Prakash Sharma, counsel for the defendants had stated that his clients shall ensure that the share certificates of M/s Mountain and Seaside Resorts Private Limited would be handed over to the counsel for the plaintiff before the next date of hearing.

2. Today, when the case was taken up on the first call, counsel for the defendants had stated that he had brought the Sale Deed in respect of the property in Kerala and counsel for the plaintiff had handed over a copy of the Indemnity Bond executed by the defendant No.1 in favour of the plaintiff in respect of the outstanding liabilities, if

any of M/s Mountain and Seaside Resorts Private Limited. Counsels for the parties had sought a pass over to examine the documents.

3. On the second call, counsel for the plaintiff states that his client is satisfied by the documents furnished by the other side, except for the fact that the defendant be directed to furnish the balance sheet of the captioned company upto 31.08.2015. Counsel for the defendants states that the balance sheets upto 31.03.2015 have been furnished to the other side and he assures the court that the balance sheet for the period w.e.f. 01.04.2015 to 31.08.2015 shall be handed over by this evening.

4. In view of the aforesaid submission, counsels for the parties state that the suit may be decreed in terms of the Settlement Agreement dated 26.03.2015.

5. The Court has perused the Settlement Agreement. The terms and conditions of the settlement have been set out in paras 1 to 6 thereof. The same has been signed by the plaintiff and the defendants No.1 and 2 and the authorised representatives of the defendants No.3 to 5 as also their respective counsels and the learned Mediator.

6. 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 Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

7. The suit is decreed in terms of the settlement recorded in the Settlement Agreement dated 26.03.2015, while leaving the parties to bear their own expenses. Decree sheet shall be drawn accordingly.

8. 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, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

9. 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.

10. The suit is disposed of, along with the pending applications.

File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 03, 2015

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