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

+ CS(OS) 3557/2012 and I.A. 16724/2015, 23225/2012

M/S THE AFTAB EDUCATION & SOCIAL WELFARE SOCIETY

..... Plaintiff

Through: Mr. Pankaj Kapoor, Advocate with
Mr. Akash Tripathi, Advocate

versus

M/S SWAPNIL ENTERPRISES

..... Defendant

Through: Mr. Karthik K.R., Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 09.10.2015

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 11.09.2015 has been placed on record. The terms and conditions of the settlement have been set out in para 6 of the Agreement, whereunder the plaintiff has agreed to pay a sum of Rs.30 lacs to the defendant in full and final settlement of all the disputes, subject matter of the present suit. It is stated that out of the said amount, a sum of Rs.20 lacs has already been paid by the plaintiff to the defendant, thus leaving a sum of Rs.10 lacs, which the plaintiff has agreed to pay on site verification. The remaining terms and conditions of the settlement are a part of the Settlement Agreement.

2. Counsel for the plaintiff undertakes to pay the balance sum of Rs.10 lacs to the defendant after the inspection at site takes place and the repairs etc. required to be undertaken are completed. Counsels for the parties jointly state that the suit may be disposed of as per the settlement arrived at between them.

3. The Court has perused the Settlement Agreement dated 11.09.2015. The same has been signed by the authorised signatories of the parties, their respective counsels as also by 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 as recorded in the Settlement Agreement.

5. The suit is disposed of in accordance with the terms and conditions recorded in the Settlement Agreement dated 11.09.2015, 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 prior to the stage of completion of pleadings in the

suit, 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 alongwith the pending applications.

9. File be consigned to the record room.

HIMA KOHLI, J

OCTOBER 09, 2015

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