

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

+ **CS(OS) 3633/2014**

Decided on: 16.01.2015

IN THE MATTER OF

MANKIND PHARMA LTD

..... Plaintiff

Through: Mr. Niloy Dasgupta, Advocate

versus

SANJEEV KUMAR AGGARWAL AND ORS

..... Defendants

Through: Mr. Yash Vardhan, Advocate

CORAM

HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (ORAL)

I.A. 1018/2015 (joint application u/O XXIII R 3 CPC)

1. The present application has been jointly filed by the parties stating *inter alia* that they have arrived at a settlement during the pendency of the present proceedings.

2. Counsels for the parties submit that in view of the undertakings given by the defendants as recorded in the application and further, defendants No.1 and 2 having collectively paid a sum of ₹3 lacs to the plaintiff towards litigation costs, the plaintiff has given up the relief of damages prayed for against them. Counsels for the parties jointly state that the present suit may be decreed in terms of the settlement arrived at between them.

3. The Court has perused the present application. The same has been signed by the authorised representative of the plaintiff, the defendant No.1 for self and as the sole proprietor of the defendant No.2 and by the authorised representative of the defendant No.3 as also their respective counsels. The application is supported by the affidavits of the aforesaid parties. Further, a copy of the Resolution of the plaintiff/company in favour of the deponent of the affidavit filed on behalf of the plaintiff in support of the present application and a letter of authority issued by the partner of the defendant No.3 in favour of the deponent of the affidavit on behalf of the said defendant have been filed.

4. As the counsels for the parties jointly state that the parties have arrived at an out of Court 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 same. The settlement is taken on record. The parties shall remain bound by the terms and conditions of the settlement. The application is allowed and the suit is decreed in terms of the conditions laid down therein. As the litigation costs have already been paid by the defendants to the plaintiff, the parties shall bear their own costs.

5. At this stage, counsel for the plaintiff states that as the parties have arrived at a negotiated settlement well before the

stage of framing of issues in the suit, the plaintiff is entitled to claim refund of 50% of the court fees.

6. In view of the provisions of Section 16-A of the Court Fees Act, 1870, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the Court fees to the extent of 50%.

7. The suit is disposed of alongwith the pending application.

8. The date already fixed, i.e., 29.01.2015 stands cancelled.

(HIMA KOHLI)
JUDGE

JANUARY 16, 2015
rkb/sk