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

+ CS(OS) 48/2015

AKSHARA NATIONAL CLASSICAL THEATRE OF INDIA..... Plaintiff
Through: Mr. Kishan Rawat, Advocate with
Mr. Prabal Mehrotra, Mr. Rajan Narain and
Ms. Mohini Narain, Advocates with Ms. Jalabala
Vaidya, Secretary of the plaintiff in person.

versus

TRANSASIAN INDUSTRIES EXPOSITION PVT LTD..... Defendant
Through: Ms. Nidhi Parashar, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
11.09.2015

I.A. 19125/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the suit, they have been able to arrive at an out of court negotiated settlement. The terms and conditions of the settlement have been set out in para 3 of the application.

2. Counsels for the parties state that in terms of the settlement arrived at between them, the defendant has handed over vacant physical peaceful possession of the suit premises to the plaintiff on 10.09.2015. This leaves the amount of Rs.2,62,830/- that the

defendant has agreed to pay to the plaintiff on or before 01.10.2015. Counsels for the parties state that the suit may be disposed of in terms of the settlement recorded hereinabove.

3. The Court has heard the counsels for the parties and examined the averments made in the application. The same has been signed by the counsels for the parties and is duly supported by the affidavits of the Secretary of the plaintiff and the Director of the defendant/company.

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 application.

5. The suit is disposed of in terms of the settlement recorded in the application, while leaving the parties to bear their own expenses.

6. At this stage, counsel for the plaintiff states that the plaintiff may be issued a certificate under Section 16-A of the Court Fee Act on the ground that an out of court settlement has been arrived at between the parties at the stage of completion of pleadings in the suit.

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 50% of the court fees, as per law.
8. The suit is disposed of alongwith the pending application.
9. File be consigned to the Record Room.

HIMA KOHLI, J

SEPTEMBER 11, 2015

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