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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 3879/2014

M/S MAHARAJA WHITELINE INDUSTRIES PVT LTD..... Plaintiff
Through Mr.A.S.Bakshi, Advocate

versus

M/S LOKWANI SALES PVT LTD Defendant
Through Mr.Ankit Vijaywargiya, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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10.09.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Agreement dated 3.8.2015 has been placed on record. The Settlement Agreement has recorded that the parties have arrived at a settlement in terms of the Deed of Settlement dated 24.7.2015 enclosed therewith whereunder, the defendant has agreed to pay a sum of Rs.3,71,379/- to the plaintiff in full and final settlement of all its claims, subject matter of the present suit. Further, goods worth Rs.1,86,000/- lying in the defendant's warehouse have been returned to plaintiff.

2. Counsels for the parties state that both the parties have discharged the obligations cast on them under the Settlement

Agreement. They state that the suit may be disposed of in terms of the Settlement Agreement dated 3.8.2015 and the Deed of Settlement dated 24.7.2015. The said documents are taken on record.

3. The suit is disposed of, while leaving the parties to bear their own expenses.

4. 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 before the pleadings could be completed in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

5. 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.

6. The suit is disposed of.

File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 10, 2015

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