

\$~24.

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

+ CS(OS) 3836/2014

KRNAL AGRICULTURAL INDUSTRIES LTD Plaintiff
Through: Mr. Vaibhav Vutts, Advocate with
Ms. Aamna Hasan, Advocate

versus

PRINCE INDUSTRIES Defendant
Through: Mr. Abhinav Sharma, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **05.02.2015**

I.A. 2554/2015 (joint application u/O XXIII R 3 CPC)

1. The present application has been filed by the plaintiff stating *inter alia* that the parties have arrived at a negotiated settlement.
2. The terms and conditions of the settlement are set out in para 2 of the application. In view of the undertaking given by the defendant to the plaintiff and recorded in the application, the plaintiff has agreed to give up the relief of damages/compensation against the defendant. Counsels for the parties state that they shall remain bound by the obligations undertaken by them and recorded in the compromise application and request that the suit be decreed in terms thereof.

3. The application has been signed by the authorised signatory of the plaintiff/company and the sole proprietor of the defendant. The same is supported by the affidavits of the signatories to the application. The application has also been signed by the counsel for the plaintiff/company.

4. As the counsels for the plaintiff and the defendant jointly state that they 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 settlement. The parties shall remain bound by the terms and conditions of the settlement.

5. The suit is decreed in terms of the settlement arrived at and recorded in the application, 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 the court annexed mediation prior to the pleadings being completed in the suit, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A 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 50% of the court fees, as per law.
8. File be consigned to the record room.

HIMA KOHLI, J

FEBRUARY 05, 2015

rkb