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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(OS) 1546/2015**  
**KAMDHENU ISPAT LTD** ..... Plaintiff  
Through: Mr. S.K. Bansal and Mr. Vinay Kr.  
Shukla, Advs.  
versus

**RAJ PAUL GOEL** ..... Defendant  
Through: Mr. Udit Gupta and Ms. Padma Priya,  
Advs.

**CORAM:**  
**HON'BLE MR. JUSTICE A.K. PATHAK**

**ORDER**  
% **16.11.2015**

**I.A. No. 23800/2015 (u/Sec. 151 CPC)**

By this application, plaintiff has prayed that a decree may be passed in terms of prayer clause 41(a)(i) and (ii) of the plaint in view of the settlement arrived at between the parties before the Delhi High Court Mediation & Conciliation Centre. Learned counsel for the defendant accepts notice of this application and confirms that matter has been settled before the Mediation Centre.

In view of the settlement arrived at between the parties, date fixed in the matter is preponed for today. Settlement Agreement dated 8<sup>th</sup> October, 2015 has been received from the Mediation Centre and is perused.

Settlement agreement has been signed by the parties and their

counsels, which fact has been admitted in Court by the learned counsels. Settlement Agreement dated 8<sup>th</sup> October, 2015 is marked as Mark 'C-1'. Parties shall remain bound by the terms of Mark 'C-1'. Accordingly, a decree is passed in terms of Mark 'C-1' which shall form part of the decree.

Date fixed in the matter is hereby cancelled. Since parties have settled their disputes through the process of mediation, let court fee be refunded to the plaintiff and a necessary certificate in this regard be issued by the Registry.

Application as well as suit is disposed of in the above terms.

**A.K. PATHAK, J.**

**NOVEMBER 16, 2015**

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