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

+ CS(OS) 3970/2014 & IA No.25943/2014

RETAIL ROYALTY COMPANY Plaintiff
Through : Ms. Sujata Chaudhary, Advocate

versus

M/S DFL EXPORT HOUSE COMPANY & ORS Defendants
Through : Mr. Sanad Kr. Jha, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **17.07.2015**

IA No.14057/2015 (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 present suit, they have arrived at an out of court settlement.
2. Counsels for the parties state that in terms of the settlement arrived at between the parties, the defendants have given a series of undertakings to the plaintiff, as set out in para 2 of the application and in consideration of the said undertakings, the plaintiff has agreed not to press for the reliefs at prayer clauses (f) to (g) of the plaint. They state that a decree may be passed in favour of the plaintiff and against the defendants in terms of settlement arrived at between the parties.
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 constituted attorney of the plaintiff and the defendant No.2, who is the sole proprietor of the defendants No.1 & 3 and the authorized signatory of the defendant No.4, along with their respective counsels and is duly supported by the affidavits of the signatories.

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 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 an out of court settlement, 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 in terms of Section 16A of the Court Fees Act.

8. The suit is disposed of, along with the pending application. File be consigned to the record room.

JULY 17, 2015
sk/ap

HIMA KOHLI, J