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

+ **CS(OS) 219/2014**

OBAIDUR RAHMAN Plaintiff

Through: Mr. Romo Mohanty, Advocate with
plaintiff in person.

versus

M/S PALFINGER CRANES INDIA PVT LTD Defendant

Through: Mr. R. Chandrachud, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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14.12.2016

1. This case is taken up today as 12.12.2016 was declared as a holiday on account of Milad-Un-Nabi (Birthday of Prohet Mohammad).
2. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 07.12.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre. The terms and conditions of the settlement are recorded in para 6 of the Settlement Agreement, wherein the plaintiff has agreed to settle the dispute with the defendant for a sum of Rs.15 lacs in full and final settlement. The said amount has already been handed over by the defendant to the plaintiff as recorded in the Settlement Agreement. The defendant has also handed over a Relieving Letter and a Service Certificate, both dated 30.11.2016 to the plaintiff. Copies thereof have been enclosed with the Settlement Agreement. In view of the settlement arrived at between the parties, counsel for the plaintiff states on instructions that he wishes to withdraw the present suit. Similarly, counsel for the defendant states that his client will not press the arbitration proceedings initiated against the plaintiff.

3. The Court has perused the Settlement Agreement dated 7.12.2016. The same has been signed by the plaintiff and the authorised representative of the defendant/company as also their respective counsels and the learned Mediator.
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 settlement. The parties shall remain bound by the terms and conditions of the settlement as recorded in the Settlement Agreement.
5. The suit is disposed of in terms of the settlement arrived at and recorded in the Settlement Agreement, while leaving the parties to bear their own costs.
6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement prior to framing of issues, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 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 the court fees in terms of Section 16 of the Court Fees Act.
8. File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 14, 2016/rkb