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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 652/2014 & IA 4170/2014**

M/S SHILPKAR INTERIORS DESIGNERS CONSULTANTS PVT LTD Plaintiff

Through: Mr. Gaurave Bhargava, Mr. N.S.Malta,
Adv.

versus

M/S TIRATH RAM AHUJA PVT TD & ANR Defendants
Through: Mr. Amit Mahajan, Mr. Sidhartha Das,
Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **02.02.2016**

1. The parties were referred to the mediation process before the Delhi High Court Mediation and Conciliation Centre vide order dated August 10, 2015.
2. The learned Mediator of the Delhi High Court Mediation and Conciliation Centre has filed a settlement agreement dated December 23, 2015 running into six pages (including Annexure A and copy of cheques). Vide the settlement agreement, the parties have agreed for settlement of their disputes vide clause 6 on the following terms:-

(a) Both the parties have agreed to settle all the disputes amicably, wherein the second party has agreed to pay a total sum of Rs.45,50,000/- (Rupees Forty Five Lakhs and Fifty Thousand only) to the first party in full and final settlement relating to all claims under the above mentioned suit.

(b) The above said amount will be paid to the First Party in three instalments in the following manner:-

<i>S. No.</i>	<i>Cheque No.</i>	<i>Drawn on</i>	<i>Amount</i>	<i>Dated</i>
<i>1</i>	<i>539077</i>	<i>Canara Bank, Maharani Bagh, New Delhi</i>	<i>Rs.15,00,000/-</i>	<i>15.1.2016</i>
<i>2</i>	<i>539079</i>	<i>-do-</i>	<i>Rs.14,64,074/- (TDS deducted is Rs.35,926/-)</i>	<i>15.2.2016</i>
<i>3</i>	<i>539080</i>	<i>-do-</i>	<i>Rs.15,50,000/-</i>	<i>30.4.2016</i>

(c) The aforesaid three cheques in original have been handed over to the First Party by the second party which the First party acknowledges. The second party also assures that the cheques will honoured on presentation on the due date.

(d) In case of default of any instalment or dishonour of any cheque the First party will be entitled for interest on the defaulted amount @ 12% per annum from the Second party from the date of default till payment.

3. In clauses 7, 8 and 9 of the settlement agreement dated December 23, 2015, the parties have agreed as under:-

“7) By signing this Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

8) That in the light of the aforesaid terms, the suit shall be decreed in terms of the settlement agreement on the next date of hearing and the plaintiffs will be at liberty to make a request for refund of Court Fee under section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908.

9) That the parties undertake before the Hon’ble Court to abide by the terms and conditions set out in the agreement and not to dispute the

same hereinafter in future.”

4. The learned counsel for the parties state, that the settlement agreement dated December 23, 2015 is signed by the parties and their counsel.

5. The settlement agreement dated December 23, 2015 is taken on record. The learned counsel for the parties state that parties have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation and the parties undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future and suit be decreed in terms of the settlement. The statement is taken on record. The suit is decreed in terms of clause 6 of the settlement agreement dated December 23, 2015.

6. I note, the issues were not framed. The parties have settled the disputes, through the process of mediation, the plaintiff shall be entitled, to the refund of the court fees in terms of Section 16 of The Court Fees Act, 1870.

7. The suit is disposed of.

8. No costs.

V. KAMESWAR RAO, J

FEBRUARY 02, 2016
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