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

+ **CS(OS) 775/2014 & IA 20123/2014**

M/S R MANISH JEWELLARY PVT LTD Plaintiff
Through: **Mr. Dhiraj Sachdeva, Adv. with**
plaintiff in person.

versus

M/S TAKSHILA RETAIL PVT LTD Defendant
Through: **Ms. Snigdha Sharma, Adv.**

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **03.03.2016**

The parties were referred to the Delhi High Court & Mediation Centre by this Court vide order dated 19th May, 2015. Mr. Atul Bhuchar, learned Mediator has filed the settlement agreement dated 13th January, 2016 on record along with two annexures, annexure A & B. I note that the parties and their counsel have put their signatures in acknowledgment of the settlement agreement. I note that learned Mediator has also signed the settlement agreement. It is noted from the settlement agreement dated 13th January, 2016 the parties have arrived at a settlement on the following terms:

“a) It is agreed between the parties that the total amount due and payable by the Party No.2 to the Party No.1 is Rs.52,00,000/- (Rupees Fifty Two Lakhs Only).

b) It is agreed between the parties that the said sum of Rs.52,00,000/- (Rupees Fifty Two Lakhs Only) shall be

towards full and final claim of the Party No.1 and with the payment of the said sum of 52,00,000/- (Rupees Fifty Two Lakhs Only) nothing shall remain due and payable by the Party No.2 to the Party No.1.

c) It is agreed between the parties that on the signing of this Settlement Agreement, the Party No.2 shall pay a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) and as such the Party No.2 has paid a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) to the Party No.1 vide Demand Draft bearing No.033048 dated 12.01.2016 drawn on HDFC Bank. The same is handed over to the Party No.1 and the Party No.1 acknowledges having received the said Demand Draft.

d) It is agreed between the parties that with the payment of Rs. 2,00,000/- (Rupees Two Lakhs Only), a balance sum of Rs.50,00,000/- (Rupees Fifty Lakhs Only) is now due and payable by the Party No.2 to the Party No.1 as per the terms of this Settlement Agreement.

e) It is agreed between the parties that the said amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) shall be paid by the Party No.2 to the Party No.1 in equated monthly installments of Rs.3,00,000/- (Rupees Three Lakhs Only) each.

f) It is further agreed between the parties that there shall be 16 equated monthly installments of Rs.3,00,000/- (Rupees Three Lakhs Only) and the 17th installment shall be of Rs.2,00,000/- (Rupees Two Lakhs Only).

g) It is further agreed between the parties that the Party No.2 shall make a payment of the above installments on or before the 20th day of each month starting from 20th February, 2016 and ending on 20th of June, 2017.

h) It is agreed between the parties that the Party No.2 shall remit the amount of Rs.3,00,000/- (Rupees Three Lakhs Only) into the account of the Party No.1 through RTGS/NEFT. The

account details of the Party No.1 for the purposes of making the payment of the installment are as under:-

Account Holder Name	R. Manish Jewellery Pvt. Ltd,
A/c No.	015505005498
IFSC Code	ICIC0000155
Bank Name	ICICI Bank, Branch Punjabi Bagh, New Delhi

i) It is agreed between the parties that on the completion of the 17 installments as stated hereinabove, all claims of monies due and payable by the Party No.2 to the Party No.1 shall stand satisfied and no further claim of Party No.1 shall remain due.

j) The Party No.2 undertakes that there shall be no default in payment of the above said installments and the money shall be transferred to the account of the Party No.1 on or before 20th day of each month.

k) That the parties agree that the suit bearing CS (OS) No. 775/2014, be decreed in terms of the settlement entered into, by the parties, hereinabove.

l) The Hon'ble Court may consider refund of the court fees to the Party No.1 in terms of the Section 16 of the Court Fees Act.

m) By signing this Settlement Agreement, the parties hereto agreed that they have no 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.

n) That the Parties undertake to be always bound by the terms of this Settlement Agreement in its true letter and spirit.

o) That all the Parties agree and admit to have entered into this Settlement Agreement voluntarily and without any pressure, coercion or undue influence from any quarter whatsoever.

The settlement agreement dated January 13, 2016 is taken on record. The suit is decreed on the above terms. Decree sheet be drawn accordingly. There shall be no orders as to costs.

Learned counsel for the plaintiff has drawn my attention to clause (l) of the settlement agreement which relates to the refund of the court fees and requests that the court fees be refunded to the plaintiff herein in terms of Section 16 of the Court Fees Act.

Since the matter was settled in the mediation on a reference made by this Court, the plaintiff shall be entitled to the refund of the court fees under Section 16 of the Court Fees Act.

V. KAMESWAR RAO, J

MARCH 03, 2016/radhika