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

+ RFA 468/2016 & CMs 25815-17/2016

SAMIAH INTERNATIONAL BUILDERS PVT LTD..... Appellant

Through : Mr. Akshit Gadhok and
Mr. Harish Sharma, Advocates

versus

SANJEEV NIRVANI

..... Respondent

Through : Respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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19.12.2016

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 7.12.2016 has been placed on record.
2. Counsel for the appellant and the respondent, who appears in person, state that the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder it has been agreed that the appellant shall pay a sum of Rs.4.40 lacs to the respondent in full and final settlement of all his claims, subject matter of the present appeal. The said amount has been agreed to be paid by the appellant to the respondent in four equal instalments of Rs.1.10 lacs each, commencing from 15.1.2017 and ending on 15.4.2017.
3. Pursuant thereto, four post dated cheques bearing Nos.(i) 501147 dated 15.1.2017, (ii) 501148 dated 15.2.2017, (iii) 501149 dated 15.3.2017

and (iv) 501150 dated 15.4.2017, all drawn on Vijay Bank, Indirapuram, Ghaziabad, UP in the sum of Rs.1.10 lacs each in favour of the respondent, have been brought by counsel for the appellant, and are duly accepted by the respondent.

4. Counsel for the appellant assures the Court that the aforesaid cheques, when presented, shall be duly honoured. The consequence of any default has been stated in the Settlement Agreement.

5. The Court has perused the Settlement Agreement. The same has been signed by the authorized representative of the appellant and the respondent. Enclosed with the Settlement Agreement is a copy of the extracts of the minutes of the meeting of the Board of Directors authorizing its representative to arrive at a settlement with the other side. The Settlement Agreement has also been signed by the counsel for the appellant and the learned Mediator.

6. As the counsel for the appellant and the respondent jointly state that they 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 Settlement Agreement dated 7.12.2016 is taken on record and the parties shall remain bound by the terms and conditions of the said settlement.

7. The appeal is disposed of, along with the pending applications, while leaving the parties to bear their own expenses.

8. At this stage, learned counsel for the appellant states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, the appellant is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the appellant, the Registry is directed to issue a certificate in favour of the appellant for refund of the court fees in terms of Section 16 of the Court Fees Act.

10. File be consigned to the record room.

DECEMBER 19, 2016

sk/ap

HIMA KOHLI, J

