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

+ **CS(OS) 2656/2014**

RADICO KHAITN LTD

..... Plaintiff

Through: Ms. Ishani Chandra, Advocate with
Mr. Sagar Chandra and Mr. Ankit Rastogi, Advs.

versus

DHAMPUR SUGAR MILLS LTD

..... Defendant

Through: Mr. Surinder Singh, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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24.08.2016

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 13.07.2016 has been forwarded by the Delhi High Court Mediation and Conciliation Centre.
2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder the defendant has given a series of acknowledgments and undertakings in favour of the plaintiff and in lieu thereof, the plaintiff has agreed to give up the relief of damages, rendition of accounts and costs against the defendant. Counsels for the parties jointly state that the present suit may be decreed in terms of paras 31(i) to (iv) of the plaint.
3. The Court has perused the Settlement Agreement dated 13.07.2016.

The same has been signed by the authorised signatories of the plaintiff and the defendant as also their respective counsels and the learned Mediator. Enclosed with the Settlement Agreement are the copies of the Resolutions of the Board of Directors of the plaintiff/company and the defendant/company, authorising their officers to sign the Settlement Agreement.

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 recorded in the Settlement Agreement.

5. The suit is decreed in terms of paras 31(i) to (iv) of the plaint, while leaving the parties to bear their own costs. Decree sheet be drawn accordingly.

6. The suit is disposed of.

I.A. 10205/2016 (u/S 16 of the Court Fee Act)

1. The present application has been filed by the plaintiff praying *inter alia* for refund of the court fee.

2. Counsel for the plaintiff states that in view of the fact that the parties have been able to arrive at a negotiated settlement through mediation prior to the stage of framing of issues, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

3. 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, as per law.

4. The application is disposed of.

HIMA KOHLI, J

AUGUST 24, 2016

rkb/sk

