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

+ CS(OS) 3290/2014

RAJESH KUMAR Plaintiff
PROPRIETOR OF M/S INTENSIVE INDUSTRIES
Through: Ms Renu Narula, Advocate

versus

M/S ALB SURGICALS PVT.LTD. & ORS. Defendants
Through: Mr.Aruni Poddar, Advocate for
D-1 to D-3
Ms.Puja Shrivastava, Advocate for D-4

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **17.08.2016**

1. Learned counsel for the plaintiff states that in view of the settlement arrived at with the defendants No.1 to 3, the plaintiff does not wish to pursue the present suit against the defendant No.4. However, the plaintiff reserves his right to seek his remedies against the defendant No.4 in the event of any fresh cause of action arising in the future.
2. Learned counsels for the parties state that pursuant to the parties appearing before the Delhi High Court Mediation & Conciliation Centre, they have been able to negotiate a settlement, the terms and conditions whereof have been reduced into writing, by virtue of a Settlement Agreement dated 26.4.2016. They jointly state that out of five post dated cheques handed over by the defendants No.1 to 3 to the plaintiff, the first four cheques of Rs.2 lacs each have been encashed and the fifth and final

cheque of Rs.2 lacs has already been banked. Learned counsel for the defendants No.1 to 3 assures the court that the said cheque shall also be encashed on presentation.

3. The remaining terms and conditions of the settlement have been set out in sub-clauses (a) to (j) of the Settlement Agreement whereunder, the defendants No.1 to 3 have given undertakings to the plaintiff and in terms thereof, the plaintiff has agreed to withdraw the complaint filed against the said defendants and pending in the Tis Hazari Courts, Delhi. Further, the plaintiff has given a no objection to the defence authorities to release payments in favour of the defendants No.1 to 3, in discharge of the supplies made by them.

4. The Court has pursued the Settlement Agreement dated 26.4.2016. The same has been signed by the proprietor of the plaintiff, Proprietor of M/s Intensive Industries, Director of the defendant No.1 company and the authorized representatives of the defendants No.2 & 3, and their respective counsels as also by the learned Mediator.

5. 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 said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 26.4.2016, while leaving the parties to bear their own expenses.

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

8. 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.

9. The suit is disposed of, along with the pending application.
File be consigned to the record room.

HIMA KOHLI, J

AUGUST 17, 2016

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