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

+ RFA 602/2015

M/S ROSSA HOSPITALITY PVT LTD & ANR Appellants

Through: Mr Rohit Nagpal and Mr Siddharth
Sharma, Advocates.

versus

MOHD SHAKEEL Respondent

Through: Mr Nasir Kamal, Advocate.

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

ORDER

28.07.2016

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CM 26147/2016

Counsel appearing on behalf of the appellant as well as counsel appearing on behalf of the respondent on advance notice, invite my attention to a settlement agreement dated 11.07.2016 entered into between the parties to the present appeal, with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre, to urge that in view thereof the following directions may be issued:-

- (a) The appeal be disposed of as having been settled;
- (b) To refund the amount of Rs.7,85,166/-, i.e., the decretal amount deposited by the appellant in the present appeal in terms of the order of this court dated 09.09.2015 in the following manner:-
 - (i) Rs.4,00,000/- to the respondent.
 - (ii) The balance along with interest accrued thereon to the appellant no.2; and
- (c) To refund the court fees in terms of the provisions of Section 16A of the Court-Fees Act, 1870 as applicable to Delhi.

A perusal of the settlement agreement entered into between the parties dated 11.07.2016 reveals that the following settlement has been arrived at between the parties:-

“a. It has been mutually agreed between the parties that out of the decretal amount of Rs.7,85,166/- (Rupees Seven Lakhs Eighty Five Thousand One Hundred Sixty Six Only) deposited by the First Party with this Hon’ble Court by way of Demand Draft on and about 06.10.2015, the First Party has no objection if a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) is released in favour of the Second Party.

b) It has been mutually agreed between the parties that, the balance amount of Rs.3,85,166/- (Rupees Three Lakhs Eighty Five Thousand One Hundred Sixty Six Only) be released to the First Party along with the interest accrued thereupon. The Second Party shall have no right, claim on the said amount.

c) It has also been mutually agreed between the parties that the First Party undertakes to take steps, within ten days from the date of the signing of this Settlement Agreement, to file an application along with the present Settlement Agreement to put up before the Hon’ble Court.

d) It has also been agreed between the parties that the present appeal shall be withdrawn by the First Party after both the parties have made statements before the Hon’ble Court in terms of the present Settlement Agreement.

e) The Hon’ble Court may consider refund of Court fee to the First Party in terms of Section 16 of the Court Fees Act.”

In view of the foregoing the present application is allowed. The appeal is disposed of as having been compromised. The Registry is directed to remit a sum of Rs.4,00,000/- to the respondent from the amount deposited before this court; and the balance be released to the appellant No.2 along with interest accrued

thereon.

In view of the circumstance that the matter has been compromised by and between the parties in terms of the settlement agreement dated 11.07.2016, the Registry is directed to process the refund of court fees in accordance with the provisions of Section 16A of the Court-Fees Act, 1870 as applicable to Delhi.

JULY 28, 2016

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SIDDHARTH MRIDUL, J