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IN THE HIGH COURT OF DELHI AT NEW DELHI

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C.R.P. 128/2015 & C.M. Nos.16101/2015, 30389/2015

M/S BEST PROJECT (INDIA) PVT LTD & ANR Petitioners

Through: Mr. Akhil Mittal, Advocate with
Mr. Bhupinder Singh, AR for the petitioner.

versus

BEST ARCADE WELFARE ASSOCIATION & ANR

..... Respondents

Through: Mr. Mohinder Madan, Advocate for R-1.
Mr. Arjun Pant, Advocate for the DDA.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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22.08.2016

1. The present petition was filed seeking to impugn the order dated 2.7.2015 by which an application filed under Order VII Rule 11 CPC read with Sections 11 and 8 of the Arbitration and Conciliation Act, 1996 was dismissed by the trial court.
2. When the matter came up before this court on 21.8.2015, the matter was referred to the Delhi High Court Mediation and Conciliation Centre. The Delhi High Court Mediation and Conciliation Centre has pointed out that a settlement agreement has been entered into by the parties on 17.9.2015.
3. The learned counsel appearing for the respondent has submitted that the settlement is only a partial settlement and is not full and final settlement of all the disputes between the parties.

4. A perusal of the settlement agreement dated 17.9.2015 shows that certain facets have been settled between the parties. It was agreed that the settlement agreement has to be filed before the trial court where the suit titled *Best Arcade Welfare Association vs. Best Projects (India) Pvt. Ltd. & Ors.* is pending for appropriate orders as per law. Further, a compromise application was to be filed in the present revision petition.

5. The parties appear to be in disagreement as to whether the present settlement is in full and final settlement of all the disputes or not. A perusal of the settlement shows that nowhere has the respondent stated that the present settlement is in full and final settlement of all the disputes or claims as claimed in the suit filed before the trial court. At best, this compromise is a partial settlement between the parties to the disputes.

6. The agreement is signed by the parties and also by the respective counsels. It is also signed by the mediator. It would be an agreement which the trial court would have to take into account in terms of Order 23 Rule 3 CPC for the purpose of passing a partial decree.

7. In view of the above, the present settlement agreement be transmitted to the trial court in original for action as per law.

8. In view of the partial settlement, the present petition has become infructuous. Accordingly, the petition stands disposed of.

JAYANT NATH, J.

**AUGUST 22, 2016
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