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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(OS) 3072/2015 & IA 21420/2015

ABBOTT HEALTHCARE PRIVATE LIMITED

..... Plaintiff

Through: Mr. Debjyoti, Advocate.

versus

LYCON HEALTHCARE PVT LTD & ANR

..... Defendant

Through: Mr. Ashok Goel, Mr. Ranjeev Kumar
Advocates

CORAM: JUSTICE S.MURALIDHAR

ORDER

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19.09.2016

1. The suit be re-numbered as commercial suit.
2. There is a settlement agreement dated 2nd August 2016 placed on record. It has been signed by both the parties before the Delhi High Court Mediation & Conciliation Centre ('DHCMCC'). The terms of the settlement are set out in para 5 of the settlement deed.
3. The parties state that they are bound by the settlement agreement and are acting upon it.
4. In that view of the matter, the suit is decreed in terms of the aforementioned settlement agreement which shall be treated as forming part of the present order. The decree sheet be drawn up accordingly.
5. Since the settlement has been arrived at pursuant to the mediation before

the DHCMCC, upon reference by the Court, the Plaintiff is entitled to refund of the court fee under Section 16 of the Court Fees Act.

6.The Registry will prepare, and issue to the Plaintiff, within two weeks from today, a certificate entitling the Plaintiff to receive back from the Collector of Stamps the full amount of the court fees paid by the Plaintiff on the plaint.

7. The pending application is disposed of.

S.MURALIDHAR, J

SEPTEMBER 19, 2016

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