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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(OS) 1884/2010 & IA Nos.17207/2010 (under Order 8), 1953/2017  
(under Order 23 Rule 3 CPC)

M/S MANTRA INFRASTRUCTURE ..... Plaintiff

Through: Mr. Sanjoy Bhaumik, Adv.

versus

M/S ION EXCHANGE (INDIA) LIMITED ..... Defendant

Through: Mr. Samir Tandon with Mr. C.  
Subramanian, AR for defendant  
company.

**CORAM:**

**HON'BLE MR. JUSTICE R.K.GAUBA**

**ORDER**

% **14.02.2017**

The suit at hand was instituted in September, 2010 praying for  
following reliefs:-

*“(i) Pass a money decree of Rs. 71,60,054.00 being the amount due and payable on account of work executed by the plaintiff firm by defendant against 1<sup>st</sup> to 14<sup>th</sup> RA bill for the period of 23.06.2006 to 31.03.2007.*

*(ii) Pass a money decree of Rs. 26,41,009.00 being the amount due and payable on account of testing charges successfully conducted in terms of the contract.*

*(iii) Pass a money decree of Rs. 10,56,401.00 being the amount due and payable to plaintiff firm by defendant against non-release of security amount deducted against 1<sup>st</sup> to 14<sup>th</sup> RA bill deducted @ 2%.*

*(iv) Pass a money decree of Rs. 26,41,009.00 being the amount due and payable to plaintiff firm by defendant against non-release of retention money deducted against 1<sup>st</sup> to 14<sup>th</sup> RA bill deducted @ 5%.*

*(v) Pass a money decree of Rs. 1,80,022.00 due and payable against balance certificate of income tax.*

- (vi) Pass a money decree of Rs. 5,21,662.00 due and payable against balance certificate of work contract tax*
- (vii) Pass a money decree of Rs. 99,47,583.00 being the interest @ 24% p.a. calculated on claim no. 1,2,3,4,5 & 6 on the due date i.e. 02.11.2006, 26.01.2007, 15.04.2007, 01.06.2007, 01.11.2007 and 02.11.2007 respectively upto the date of filing of the present suit as pre-suit interest.*
- (viii) Grant interest @ 18% on all claims as enumerated in the plaintiff from the date of filing of suit till date of payment.*
- (ix) Award cost of the suit in favour of the plaintiff and against the defendant.*
- (x) Pass any other or further order which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."*

During the course of proceedings on the request of the parties, they were referred to Delhi High Court Mediation and Conciliation Centre (*Samadhan*). On 19.8.2016 they entered into a Settlement Agreement resolving the dispute amicably. The report of settlement dated 19.8.2016 was placed on record by the Mediator.

In the wake of above noted Settlement, the parties have come with a joint application under Order 23 Rule 3 CPC praying for disposal of the suit in terms of the said Settlement Agreement dated 19.8.2016.

The application is supported by affidavits of the authorized signatories of each side. It is noted that in terms of para 9 (o) of the Settlement Agreement dated 19.8.2016, the plaintiff had undertaken to withdraw the present suit unconditionally and not to raise any such claim in future separately in terms of the said Settlement Agreement. The learned counsel for the plaintiff submits in above view, he is instructed to withdraw the present suit unconditionally. The suit and the pending application are dismissed as withdrawn.

The parties are bound by their undertakings under the Settlement Agreement. The court fees shall be refunded.

**R.K.GAUBA, J**

**FEBRUARY 14, 2017**

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