

\$~11

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

+ RFA 419/2014 and CM APPL. 14351/2014, 25225/2016

M/S AJAY ENTERPRISES PVT. LTD Appellant

Through: Ms. Malini Sud, Advocate with
Ms. Vidhi Goel and Ms. Shagun Parashar,
Advocates

versus

M/S RINKU SOBTI FASHIONS PVT. LTD & ANR ... Respondents

Through: Mr. Om Prakash Shekhawat, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

19.01.2017

%

1. Pursuant to the parties being referred to mediation, the Delhi High Court Mediation and Conciliation Centre has forwarded a Settlement Agreement dated 12.1.2017.

2. The terms and conditions of the settlement have been recorded in para 8 of the Agreement whereunder, the respondents have agreed to accept simple interest @ 7% on the principle amount instead of the amount awarded under the impugned judgment and decree dated 13.05.2014, whereunder the interest granted on the decretal amount of Rs.19,20,000/- was @ 15% per annum. It has been recorded that if the interest is calculated on Rs.19,20,000/- @ 7%, then the respondents would be entitled to a sum of Rs.28,08,145/-. During the pendency of the appeal, the appellant had deposited the decretal amount with upto date interest in terms of the

impugned judgment and decree and on furnishing a solvent surety, the respondent was permitted to withdraw an amount, totalling to a sum of Rs.34,56,438/-. The Settlement Agreement records that the respondents have agreed to refund a sum of Rs.6,48,293/- to the appellant.

3. Counsel for the respondents hands over a demand draft bearing No.100939 dated 17.01.2017 drawn on HDFC Bank, Asaf Ali Road Branch for the aforesaid amount in favour of the appellant to the counsel for the appellant, which is duly accepted.

4. The Court has perused the Settlement Agreement dated 12.01.2017. The same has been signed by the authorised representatives of the appellant and the respondents, their respective counsels and the learned Mediator. Enclosed with the Settlement Agreement are the letters of authority, authorising the signatories to execute the settlement with each other.

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 as recorded in the Settlement Agreement.

6. The appeal is disposed of alongwith the pending applications.

7. If any interest component from out of the amount deposited by the appellant is lying in the Registry, the same shall be released in favour of the appellant through counsel.

8. Now that the parties have arrived at a settlement, counsel for the respondents states that his client had offered the title documents of an

immovable property as a solvent surety before the Registrar General and on accepting the same, the amount deposited by the appellant was released in its favour. He request that the endorsement made on the title documents may be cancelled.

9. List before the Registrar for cancellation of the endorsement on the aforesaid title documents furnished by the respondent, on 02.02.2017.

CM APPL. 2400/2017 (by the appellant u/S 16 of the Court Fee Act)

1. The present application has been filed by the appellant praying *inter alia* for refund of the court fee.

2. Counsel for the appellant states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the appellant is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

3. In view of the aforesaid submission made by the counsel for the appellant, the Registry is directed to issue a certificate in favour of the appellant for refund of the court fees, as per law.

4. The application is disposed of.

HIMA KOHLI, J

JANUARY 19, 2017

rkb/ap