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

+ CS(OS) 1529/2009

G.D. GOENKA PVT. LTD. & ANR.

..... Plaintiff

Represented by: Mr. Alok Kumar, Adv. with
Mr. Rakesh Bajaj, A.R.

versus

LORD BUDHA'S SOCIETY(REGD.) & OTHERS

..... Defendant

Represented by: Ms. Neha Kapoor, Adv.

+ CS(OS) 324/2012

M/S LORD BUDHA'S SOCIETY

..... Plaintiff

Represented by: Ms. Neha Kapoor, Adv. with
Mr. Vinod Bansal, A.R.

versus

M/S G.D GOENKA PVT LTD

..... Defendant

Represented by: Mr. Alok Kumar, Adv.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER
26.09.2017

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1. Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre on 22nd August, 2017 on the following terms and conditions:

“a) Both the parties have reached to an amicable solution and as such both the above suits are being settled in the present settlement agreement.

b) That the first party shall pay a sum of ₹50,00,000/- (Rupees Fifty Lakhs Only) to the Second Party as full and final settlement towards all the claims of the Second Party as well as with respect to First Party’s dues of royalty, compensation, damages, etc.

c) That the first Party has handed over three cheques to the Second Party for the satisfaction of the above said payment of ₹50,00,000/- (Rupees Fifty Lakhs Only), the details of which are given hereinunder:-

i) Cheque bearing No.221886 dated 16.08.2017 amounting to ₹15,00,000/- (Rupees Fifteen Lakhs Only) drawn on Corporation Bank, Branch Vasant Kunj, New Delhi.

ii) Cheque bearing No.221883 dated 16.11.2017 amounting to ₹15,00,000/- (Rupees Fifteen Lakhs Only) drawn on Corporation Bank, Branch Vasant Kunj, New Delhi.

iii) Cheque bearing No.221884 dated 16.01.2018 amounting to ₹20,00,000/- (Rupees Twenty Lakhs Only) drawn on Corporation Bank, Branch Vasant Kunj, New Delhi.

Copies of the above said cheques are attached herewith as Annexure C (colly).

d) Both the parties agree and undertake to withdraw their respective suits filed by them against each other before this Hon’ble Court in view of the present Settlement Agreement arrived at the Delhi High Court Mediation and Conciliation Centre.

e) The Hon’ble Court may consider refund of the Court fees to the parties in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.

f) By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to all the issues in the above mentioned suits and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of mediation.

g) The parties have voluntarily and of their own free will arrived at the present Settlement Agreement in the presence of the Mediator as well as their respective counsel.

h) The parties undertake before the Hon'ble Court to abide by this present settlement agreement."

2. The settlement agreement is duly signed by Shri Rakesh Bajaj, authorized representative of M/s. G.D. Goenka Pvt. Ltd. plaintiff in CS(OS) 1529/2009 and defendant in CS(OS) 324/2012 authorization in whose behalf is at Annexure A to the settlement agreement. The settlement agreement is also signed by Shri Vinod Bansal defendant No.2 in CS(OS) 1529/2009 and authorized representative of M/s. Lord Buddha's Society, authorization on whose behalf is at Annexure B to the settlement agreement. Both Mr. Rakesh Bajaj and Shri Vinod Bansal are present in Court and are identified by their respective counsels. They affirm the settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre on 22nd August, 2017 and undertake to abide by the same. In terms of the settlement three cheques have been handed over by M/s. G.D. Goenka Pvt. Ltd. to M/s. Lord Buddha's Society.

3. Mr. Vinod Bansal states that the first cheque dated 16th August, 2017 amounting to ₹15 lakhs has already been encashed. Mr. Rakesh Bajaj states that the two post-dated cheques of 16th November, 2017 and 16th January,

2018 for a sum of ₹15 lakhs and ₹20 lakhs respectively would also be honoured.

4. Since parties have entered into a settlement of their own free will, volition and without any coercion, the suits are decreed in terms of the settlement. Decree sheet will incorporate the terms of the settlement. Court fees be returned to the respective plaintiffs as per Section 16 of the Court Fees Act.

IA 2464/2012 in CS(OS) 324/2012

Disposed of as infructuous.

SEPTEMBER 26, 2017

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MUKTA GUPTA, J.



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