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

+ CS(OS) 2852/2014 and IA No. 18191/2014

RAJIV SHARMA Plaintiff

Through Ms. Aparna Jain, Adv.

Versus

DIGIVIJAY SHARMA & ANOTHER Defendants

Through Mr.Seraj Ahmad and Mr.N.A.Khan,
Advs. for D-1 & 2.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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21.12.2017

Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre and have executed a settlement agreement dated 27.02.2017. The settlement agreement has been signed by the parties and by the learned counsel for the plaintiff and by the learned counsel for the defendants. Learned Mediator has also signed the settlement. The terms and conditions of the settlement agreement are legal and valid.

In terms of Order 23 Rule 3 CPC the suit is decreed in terms of the settlement agreement. The terms and conditions of the settlement agreement as contained in para 9 of the settlement agreement shall form part of the decree sheet. The parties shall be bound by the terms and conditions of the settlement agreement.

At this stage, learned counsel for the parties state that there are certain steps to be taken for implementation of the agreement and hence this matter

may be kept pending. The appropriate procedure for taking steps in case one of the parties defaults on the terms and conditions of the agreement is for the aggrieved party to file an execution petition.

In terms of Section 16 of the Court Fees act, the plaintiff shall be entitled to refund of the court fees.

JAYANT NATH, J

DECEMBER 21, 2017

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