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

+ **CS(COMM) 926/2016**

R.K. GOYAL

..... Plaintiff

Through Ms Harpreet Singh, Mr Rajesh Gupta,
Advocates.

versus

AJAY ENTERPRISES PVT LTD

..... Defendant

Through Mr Shagun Parashar, Mr Sanjeev Alwadi,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **30.05.2017**

1. The learned counsel for the parties state that the disputes between the parties have been settled in terms of the Settlement Agreement dated 19.05.2017 arrived at before Delhi High Court Mediation and Conciliation Centre. The parties are bound down by the aforesaid Settlement Agreement.

2. In terms of the Settlement Agreement dated 19.05.2017, the defendant has agreed to pay a sum of ₹ 55,77,500/-, which was worked out as under:-

“e) Accordingly, the second party shall pay a sum of Rs.66,77,500/- to the first party, the detail working of the said amount is as under:-

i.	Settled amount	Rs. 57,50,000/-
ii	TDS	Rs.57,500/- (to be deducted from the settled amount)

iii	Work Contract Tax (WCT)	Rs.2,87,500/-(to be deducted from the settled amount)
iv	Service Tax	Rs. 1,72,500/-(to be added in the settled amount).
	Total	(Rs.57,50,000/- Rs.57,500/- Rs.2,87,500/- + Rs. 1,72,500/-) = Rs. 55,77,500/-

3. The learned counsel for the defendant has today handed over the demand draft for a sum of ₹57,77,500/- as agreed, the details of the said draft are as under:-

Draft No.	Drawn on	Dated	Amount
104526	AXIS Bank Ltd	29.05.2017	Rs.55,77,500/-

4. In view of the above, the counsel for the plaintiff seeks to withdraw the present suit. The suit is dismissed as withdrawn.

5. The Registry is directed to issue a certificate for refund of the court fee.

VIBHU BAKHRU, J

MAY 30, 2017

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