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

+ **CS(COMM) 1464/2016**

MS NUTAN BATRA

..... Plaintiff

Through: Mr. Ishaan Chawla, Advocate with
Ms. Diksha Bhatia, Advocate.

versus

M/S BUNIYAAD ASSOCIATES & ANR

..... Defendants

Through

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **09.02.2018**

I.A. No.1650/2018 (for modification by plaintiff)

1. This application is misconceived and dismissed because the provisions of Sections 16 and 16-A of the Courts-fees Act, 1870 (as applicable to Delhi) have to be read together. Section 16-A of the Court-fees Act has been specifically added for Delhi and which provides that only 50% of the court fee is refundable and that too if the case is compromised before commencement of evidence in the suit. The compromise which is subject matter of Section 16-A of the Court-fees Act (as applicable to Delhi) will include compromise before the Mediation & Conciliation Centre and it cannot be that if a matter is compromised before

the Mediation Centre, then, the entire court fee will be refunded as per Section 16. To take such an interpretation will be to wipe off Section 16-A from the statute book and which specifically is applicable for Delhi.

2. Dismissed.

VALMIKI J. MEHTA, J

FEBRUARY 09, 2018

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