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

+ CS(OS) 607/2016 & IA Nos. 15170/2016 & 15171/2016

SMT. MAYA RAJ CHAURASIA @ MAYA RANI Plaintiff

Through Mr. Rakesh Chaudhary and Mr. Rajesh
Gupta, Advocates.

versus

SH. GHANSHYAM & ORS. Defendants

Through Mr. Vikas Azad, Advocate for defendant
No. 4 along with defendant No. 4.

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

ORDER

% **09.05.2017**

Learned counsel appearing on behalf of the parties, state in unison, that the underlying dispute that led to the institution of the present company petition has been amicably settled by and between the parties and the terms and conditions of the settlement are enshrined in the Settlement Agreement dated 23rd February, 2017.

The said Memorandum of Settlement dated 23rd February, 2017 entered into between the parties is lawful and the same is taken on record. The same has been exhibited as Ex.C-1. The parties shall abide by the terms and conditions of the said Settlement Agreement dated 23rd February, 2017 without demur.

The suit is disposed of in terms of the settlement. Pending applications, if any, also stand disposed of.

At this stage, learned counsel appearing on behalf of the plaintiff, by way of an oral request submits that since the instant suit has been settled by way of a settlement agreement dated 23rd February, 2017, the court fee be refunded to them, in terms of Section 16 of the Court Fees Act, 1870.

Heard.

The oral request made by learned counsel appearing on behalf of the plaintiff is allowed and the prayer made is granted. The court fee deposited by the plaintiff be refunded to the latter, in terms of the provisions of Section 16 of the Court Fees Act, 1870.

SIDDHARTH MRIDUL, J

MAY 09, 2017

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