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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 951/2018, IA No.12962/2018 (u/O XVA r/w O VIII R-10 CPC) & IA No.7924/2018 (u/O XXXIX R-10 CPC)
KUMAR IRON & STEEL WORKS Plaintiff

Through: Mr. Ramesh Kumar, Adv.

Versus

RIGHT HOSPITALITY INC. & ORS. Defendants

Through: Mr. Sandeep Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **29.11.2018**

1. The parties in this suit for ejectment and for recovery of *mesne profits* were vide order dated 8th October, 2018 referred to Mediation Cell of this Court.
2. Mediation has been successful with the efforts of Mr. K.K. Aggarwal, Advocate/ Mediator and a Settlement Agreement dated 27th November, 2018 purporting to be signed by the plaintiff and the defendant no.2, also on behalf of the defendants no.1 and 3 to 7, and by the advocate for the parties and the Mediator has been received.
3. The counsel for the plaintiff and the counsel for the defendants support the Settlement and seek decree in terms of the Settlement Agreement dated 27th November, 2018.
4. The counsel for the plaintiff states that the plaintiff has received the cheques from the defendant in terms of Paras 'D', 'F' and 'L' of the Settlement Agreement dated 27th November, 2018.
5. I have perused the Settlement Agreement dated 27th November, 2018.

6. The counsel for the plaintiff, on enquiry states that the registered lease deed between the parties is for the period till 30th September, 2022.

7. The counsels for the parties, on enquiry with respect to the provision in Clause 'N' of the Settlement Agreement dated 27th November, 2018 of payment of Rs.20,000/- per day in addition to payment of use and occupation charges, in the event of the defendants not handing over possession when required to in terms of the Settlement Agreement dated 27th November, 2018, state that the amount of Rs.20,000/- is the pre-estimated loss arrived at by the parties, for the default of the defendants.

8. Subject to above, the Settlement Agreement dated 27th November, 2018 is found to be lawful and is allowed.

9. A decree is passed, in favour of the plaintiff and jointly and severally against the defendants, in terms of Settlement Agreement dated 27th November, 2018 which shall form part of the decree sheet, leaving the parties to bear their own costs.

9. A certificate entitling the plaintiff to refund of court fees paid on the plaint less Rs.15,000/- be issued and handed over to the counsel for the plaintiff.

Decree sheet be drawn up.

10. A copy of this order be forwarded to Ms. Veena Ralli, Organising Secretary, Delhi High Court Mediation and Conciliation Centre of this Court.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 29, 2018

'gsr'..

CS(COMM) 951/2018

Page 2 of 2