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

+ CS(COMM) 499/2017

SERVOTECH ELECTRICALS PVT. LTD. Plaintiff

Through None

versus

M/S. LAL GANGA BUILDERS PVT. LTD..... Defendant

Through None

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **12.12.2018**

Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre vide Settlement Agreement dated 28.09.2018. As per the terms of the Settlement the defendant agreed to pay Rs.45 lacs to the plaintiff towards full and final settlement of all their claims. Payment was made by demand draft for Rs.15 lacs; a cheque dated 20.10.2018 for Rs.10 lacs; cheque dated 30.11.2018 for Rs.10 lacs and; cheque dated 30.12.2018 for Rs.10 lacs in full and final settlement of the account of the plaintiff. The defendant had also agreed to return to the plaintiff the transformer lying with it within seven days of signing of the Settlement Agreement. It was also agreed that the plaintiff would withdraw the present suit on encashment of the said cheques in terms of the present Settlement Agreement.

None has appeared for the parties despite a pass over.

In view of the above, the suit is decreed in terms of the written Settlement Agreement between the parties under Order 23 Rule 3 CPC.

At this stage, Mr.Syed Anis Nizami, Advocate, proxy counsel for the plaintiff has entered appearance and states that all the cheques have been

cleared except the last cheque which is dated 30.12.2018. Defendant will ensure that the said cheque is duly cleared. In terms of section 16 of the Court Fees Act the plaintiff shall be entitled to refund of the Court Fees.

Suit stands disposed of accordingly.

JAYANT NATH, J

DECEMBER 12, 2018

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