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

+ CS(COMM) 778/2017 & I.A. 13900/2016

M/S EL-YASA GENERAL
CONTRACTING PVT LTD Plaintiff
Through: Mr. Anil Sharma, Advocate.

versus

M/S FORE REPRESENTATIONS
& TRAVELS PVT LTD AND ANOTHER Defendants
Through: Mr. Siddhartha Yadav, Advocate with
Ms. Ishita Yadav, Advocate.

AND

+ CS(COMM) 878/2017 & I.A. 16273/2016

FORE REPRESENTATIONS & TRAVELS PVT LTD Plaintiff
Through: Mr. Siddhartha Yadav, Advocate with
Ms. Ishita Yadav, Advocate.

versus

EL-YASA GENERAL
CONTRACTING PVT LTD & ANR Defendants
Through: Mr. Anil Sharma, Advocate.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

% **ORDER**
20.12.2018

Present cross suits have been filed for recovery.

On 29th November, 2018, the present suits were referred to the Delhi High Court Mediation and Conciliation Centre.

Mediations in the present cases have been successful through the efforts of Mr. Maneesh Goyal, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 13th December, 2018. Learned counsel for M/s. EL-Yasa General Contracting Pvt. Ltd. admits that post-dated cheques have been handed over by M/s. Fore Representations & Travels Pvt. Ltd. in accordance with the Settlement Agreement dated 13th December, 2018.

Learned counsel for M/s. Fore Representations & Travels Pvt. Ltd. assures this Court that the post-dated cheques are good for payment.

It is pertinent to mention that the Supreme Court in ***Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24*** while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order 23 Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suits in terms of the aforesaid Settlement Agreement.

Consequently, present suits are decreed in terms of the aforesaid Settlement Agreement dated 13th December, 2018 executed between the

parties, which is marked as Ex.C-1. Registry is directed to prepare decree sheets in terms thereof.

Registry of this Court is also directed to issue to an authorised representative of the plaintiffs certificates authorizing them to receive back from the Collector the full amount of the Court fees paid by them in the present suits.

With the aforesaid observations, present suits and all pending applications stand disposed of.

MANMOHAN, J

DECEMBER 20, 2018

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