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

+ CS(COMM) 638/2018, IA No.2610/2018(u/O.XXXVIII R.1&5 CPC)
and IA No.2611/2018(u/O.XXXIX R.1&2 CPC)

NYLOFIL ENGINEERING POLYMERS Plaintiff
Through: Dr. Mamta Tekriwal, Adv.

Versus

DIMER POLY PVT. LTD. & ORS Defendants
Through: Mr Abhishek Gautam, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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13.02.2019

1. The parties in this suit for recovery of money were vide order dated 29th November, 2018 referred to Mediation Cell of this court.
2. Mediation has been successful with the efforts of Mr. Manjit Singh Ahluwalia, Advocate/Mediator and a Settlement Agreement dated 7th January, 2019 purporting to be signed on behalf of the plaintiff and either the defendant no.2A or the defendant no.3 and the counsels for the parties and the mediator has been received.
3. However, Dr. Mamta Tekriwal, Advocate though states that the settlement has been arrived at does not know anything and seeks adjournment.
4. Mr. Abhishek Gautam, Advocate appearing for the defendants also does not know anything.

5. The main counsels for both the plaintiff as well as the defendants have chosen to remain absent.
6. The Settlement Agreement has been perused.
7. The plaintiff, in the settlement agreement has confined the monitory claim against the defendant no.1, and the defendant no.2A – Mr. Nishant Arvind Doshi and defendant No.3 – Mr. Mukesh Khanna have only acted as the authorized representatives of the defendant no.1. It is also not understandable whether the signatures on behalf of the defendant no.1 are of the said Mr. Nishant Arvind Doshi or of Mr. Mukesh Khanna.
8. The settled amount of Rs.48,00,000/-, under the Settlement Agreement, has been agreed to be paid in instalments as provided therein. Though the settlement records that in the event of default, interest @ 18% per annum on the default will be payable and that the default shall not be on more than three occasions out of the 29 monthly instalments, but the consequences of the default being on more than three occasions have not been provided. Similarly, consequences of non-delivery of C-Forms have also not been provided.
9. The Settlement Agreement, to the aforesaid extent, does not comply with the requirements thereof.
10. A copy of this order be forwarded to Honorary Secretary, Mediation Cell of this Court for future reference.
11. Else, the settlement is found to be lawful and the lacunas aforesaid do not come in the way of a decree being passed in terms thereof.
12. The suit claim, insofar as the defendant no.2A to 2F and defendant no.3 are concerned, is dismissed as withdrawn.

13. A decree is passed, in favour of the plaintiff and against the defendant no.1, in terms of the Settlement Agreement which shall form part of the decree sheet leaving the parties to bear their own costs.
14. Decree sheet be drawn up.
15. A certificate entitling the plaintiff to refund the Court Fee less Rs.25,000/- be issued and handed over to the counsel for the plaintiff.

RAJIV SAHAI ENDLAW, J.

FEBRUARY 13, 2019

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