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

+ **CS(OS) 3327/2011**

KOTHARI ASSOCIATES PVT LTD

..... Plaintiff

Through: Ms. Anusuya Salwan and Ms. Nikita
Salwan, Advocates.

versus

CURRIE & BROWN(INDIA) PVT LTD

..... Defendant

Through: Mr. Dhruv Grover and
Ms. Aishwarya Anand, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **28.03.2019**

1. The parties have settled the matter. The Settlement Agreement dated 19th December 2018 executed between the parties before the Delhi High Court Mediation and Conciliation Centre is on record. The para E of the Settlement Agreement reads as under:

“E. The following settlement has been arrived at between the parties on the following terms and conditions as mentioned herein below:-

1. That it is agreed between the Parties that Second Party shall pay a total sum of Rs. 75,00,000/-(Rupees Seventy Five Lakhs only) plus the applicable GST on the above amount to First Party in full and final settlement for all claims raised by First Party.

2. That the above amount shall be paid by the Second Party in three equal installments of Rs.25,00,000/-(Rupees Twenty Five Lakhs Only). The Second Party has handed over three cheques to the First Party, details of which are as under:-

a) Cheque for Rs.25,00,000/- dated 17.12.2018 drawn on HDFC Bank, Vasant Vihar, New Delhi, bearing No.690465.
b) Cheque for Rs.25,00,000/- dated 17.01.2019 drawn on HDFC Bank, Vasant Vihar, New Delhi, bearing No.690466.
c) Cheque for Rs.25,00,000/- dated 17.02.2019 drawn on HDFC Bank, Vasant Vihar, New Delhi, bearing No.690408.
Copies of the said cheques are annexed herewith as ANNEXURE-C.

3. The first Party will hand over three invoices of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) each towards the said cheques and the applicable GST payments would be released within two weeks from the date of signing of this Settlement Agreements by way of three post dated cheques of December, January and February, 2019.

4. Separate cheques in respect of GST will be handed over to the First Party by the Second Party within a period of two weeks from the date of signing of this Settlement Agreement. The Second Party undertakes that the cheques so mentioned above, will be good for encashment on their presentation.

5. That both the parties have agreed that they will file a joint application for withdrawal of the present suit bearing no. CS(OS) 3327/2011 within two weeks of the Settlement Agreement before the Hon'ble High Court of Delhi.

6. Both parties mutually agree that the terms of the present settlement Agreement shall be binding on both the parties and that neither of the parties shall be able to revoke the settlement Agreement.

7. The Hon'ble Court may consider refund of the court fees to the First Party in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.

8. Both parties mutually agree that they have arrived and agree to the contents of this settlement deed as per their free will, without undue influence and coercion and with full knowledge of all pertinent facts and details.”

2. Pursuant to the said settlement, the Plaintiff has received the entire amount that was agreed to be paid by the Defendant. Learned Counsel for

the Plaintiff submits that in view of payment made under the settlement, no further orders are required to be passed. Accordingly, the present suit is disposed of as settled. Learned counsel for the Plaintiff refers to the judgement of this Court in *Nutan Batra v. M/s Buniyad Associates (2018) 255 DLT 696 (DB)* and prays for refund of court fee. In view of the said decision, the Registry is directed to issue a certificate for the refund of the Court fees to the Plaintiff under Section 16 of the Court Fees Act.

3. The suit is disposed of in the above terms.

SANJEEV NARULA, J

MARCH 28, 2019

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