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

+ **CS(COMM) 1215/2018 & I.A. 15143/2018**

MOHINI ELECTRICALS LTD.

..... Plaintiff

Through: Ms. Anusuya Salwan, Advocate with
Ms. Nikita Salwan, Advocate.

versus

M/S PITAMBARA OVERSEAS INFRACITY PVT. LTD. AND ANR.

..... Defendants

Through: Mr. S.B. Pandey, Advocate with Ms.
Minal Bansal, Advocate for
Defendant No. 1.
Ms. Garima Jindal, Advocate for
Defendant No. 2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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01.04.2019

SANJEEV NARULA, J.

1. The parties in this were referred to the Mediation Cell of this Court vide order dated 19th November 2018.
2. Mediation has been successful with the efforts of Mediator and a Settlement Agreement dated 27th March 2019 purporting to be signed by the plaintiff and the defendants and the respective counsels for the parties and the Mediator has been received from the Mediation Cell of this Court. The

same is marked as Exhibit C-1. The terms of settlement are being reproduced here under:

“1. That it is agreed between the parties that the First Party shall

pay to the Second Party a lumpsum amount of Rs.9,80,000/- (Rupees Nine Lakhs Eighty Thousand Only) towards full and final settlement amount relating to the above mentioned work. The said amount of Rs. 9,80,000/-(Rupees Nine Lakhs Eighty Thousand Only) is being handed over by the First Party to the Second Party by way of a cheque bearing no. 391521 dated 27.03.2019 drawn on Syndicate Bank, East Patel Nagar Branch, New Delhi-110008.

2. That the Second Party shall have no lien, claim and / or accessibility to the above Site and the Second Party unconditionally agree to the same.

3. That the Second Party confirms that their letter dated 21.09.2018 addressed to Delhi Jal Board stands unconditionally withdrawn and confirm that they have no objection in Delhi Jal

Board releasing the withheld payments to the First Party.

4. That the Second Party further confirms and undertake that any/

all their pending liabilities (or even arising after a future date) towards various Agencies, Partners, Suppliers, Labour Providers, their Staffs etc. associated with this Project upto 29.08.2018, shall be directly paid off and cleared by the Second

Party and the First and Third Party shall in no way be liable towards the same.

5. That the Second Party shall be solely responsible for any Labour dues, disputes or any other statutory liabilities relating to

the said Site upto 29.08.2018.

6. That the Second Party hereby confirms to the full and final settlement and have no dues, whatsoever; pending against the

above mentioned foreclosed Letter of Intent/ work from the First

Party and all issues, relating to the above work entered through correspondences, discussions including recorded audio and video communications stands settled.

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. That it is agreed between the parties that the present suit may

be disposed off in terms of the present Settlement Agreement.”

3. The counsels support the Settlement Agreement and seek decree in terms thereof.

4. I have perused the compromise/settlement arrived at between the parties and find the same to be lawful.

5. A decree is passed, in terms of the Settlement Agreement dated 27th March 2019, which along with the Annexure thereto shall form part of the decree sheet, leaving the parties to bear their own costs.

6. Decree sheet be prepared.

7. A certificate entitling the plaintiff to refund of court fees be issued and handed over to the counsel for the plaintiff.

SANJEEV NARULA, J

APRIL 01, 2019

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