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

+ CS(COMM) 646/2019 & I.A. 16691/2019

KBR HOSPITALITY PRIVATE LIMITED Plaintiff

Through: Mr. Siddhant Shrivastava,
Advocate.

versus

GURMEHER ENTERPRISES Defendant

Through: Mr. Manjit Singh Ahluwalia &
Mr. Jaspreet Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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12.03.2020

1. Learned counsel for the parties state that the suit has been settled in the course of mediation and a settlement agreement dated 27.02.2020 has been signed by the parties. A copy of the settlement agreement has been placed on record.
2. The terms of settlement are contained in paragraph 10 thereof. The settlement agreement is signed by the authorised representative of the plaintiff and by the proprietor of the defendant. The authorisation in favour of the authorised signatory of the plaintiff has also been filed. The settlement agreement is also signed by learned counsel for the parties and by the learned mediator.
3. In these circumstances, learned counsel for the parties submit that a decree be passed in terms of the settlement agreement.

4. Having regard to the submissions of counsel and the materials on record, I do not find any impediment to the grant of a decree in terms of the settlement agreement dated 27.02.2020. It is so ordered. Decree sheet be prepared accordingly. The settlement agreement will be annexed to the decree.

5. In view of the fact that parties have arrived at a mediated settlement, the plaintiff is entitled to refund of the court fees under Section 16 of the Court Fees Act, 1870. The Registry will issue a certificate to this effect.

6. The suit and all pending applications are disposed of in terms of the above.

PRATEEK JALAN, J

MARCH 12, 2020

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