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

+ CS(COMM) 584/2016 & I.A. 24240/2015

**SUPER CASSETTES INDUSTRIES
PRIVATE LIMITED**

..... Plaintiff

Through: Mr. K.K. Khetan, Advocate.

versus

DIGICABLE NETWORK (INDIA) LIMITED

..... Defendant

Through: Mr. Diggaj Pathak, Advocate.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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05.02.2020

1. The parties were referred to mediation by an order dated 06.09.2019.
2. Learned counsel for the parties state that the mediation proceedings have been successful and a settlement agreement dated 07.01.2020 has been entered into by the parties. A copy of the settlement agreement has been placed on record.
3. The terms of settlement are contained in clauses 'a' to 'p' of the settlement agreement.
4. The settlement agreement is signed by the authorized representatives of both the parties. The resolution of the board of directors of the plaintiff and defendant – companies have been annexed to the settlement agreement. The settlement agreement is also signed by learned counsel for the parties and by the learned mediator. Learned counsel for the parties request that the suit be decreed in terms of the settlement agreement.

5. Having regard to the submissions of the parties and the materials on record, I do not find any impediment in passing a decree in terms of the settlement agreement. The suit is accordingly decreed in terms of the settlement agreement dated 07.01.2020. Decree sheet be prepared accordingly. The settlement agreement dated 07.01.2020 shall form part of the decree sheet.

6. In view of the fact that the parties have entered into a mediated settlement, the plaintiff is entitled to refund of court fees under Section 16 of the Court Fees Act, 1870. Registry will issue a certificate in favour of the plaintiff to this effect.

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

PRATEEK JALAN, J

FEBRUARY 05, 2020

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