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

+ **CS(OS) 202/2017**

ENERGY EFFICIENCY SERVICES LIMITED & ANR..... Plaintiffs

Represented by: Mr.Manik Dogra, Mr.Nitya Sharma
and Mr.Gitesh Chopra, Advocates.

versus

SHAKTISINH GOHIL

..... Defendant

Represented by: MrAnando Mukherjee, Mr.Nishant
Piyush and Mr.Zain Khan, Advocates.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

25.02.2020

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1. Plaintiffs have filed the present suit seeking a decree of damages against the defendant as also permanent injunction restraining the defendant, his agents, associates etc. from in any way publishing, communicating, broadcasting, telecasting etc. the contents contained in the defendant's statement dated 27th March, 2017, 28th March, 2017 and any other similar communications besides the cost of proceedings.
2. During the pendency of the present suit parties were referred to mediation and a settlement has been arrived at between the parties. Copy of the settlement agreement dated 24th December, 2019 arrived at before the Delhi High Court Mediation and Conciliation Centre is on record.
3. Plaintiffs and defendant have entered into a settlement on the following terms and conditions as incorporated in the settlement agreement as under:

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- (a) *The Second Party has issued a communication dated 24.12.2019 on its letter-head addressed to the First Party. A copy of the said communication is annexed herewith as ANNEXURE B.*
- (b) *That being satisfied with the contents of the aforesaid communication having been issued by the Second Party, the First Party has agreed to withdraw the aforesaid suit bearing number CS(OS) 202/2017 with due permission of the Hon'ble Court by filing an application under Order 23 Rule 3 of the Civil Procedure Code, 1908.*
- (c) *That in the light of the aforesaid terms, the First Party will be at liberty to seek refund of the Court Fee, under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908 and the Second Party shall cooperate with the First Party in that regard.*
- (d) *The parties agree that the Hon'ble Court may dispose of the present suit bearing CS (OS) No. 202/2017 in terms of the present Settlement Agreement.*

3. The settlement agreement is duly signed by Prakash Jha, authorised representative of plaintiff No.1 and plaintiff No.2, authorisation in whose favour is annexed as Annexure-A to the settlement agreement and by the defendant himself.

4. Consequently, the suit is decreed in terms of the settlement.

5. Decree sheet will incorporate the terms of settlement as also the contents of Annexure-B to the settlement which is the copy of the letter dated 24th December, 2019 written by the defendant abandoning the allegations against the plaintiffs and undertaking not to pursue the same any further until and unless the same are proved in the CVC investigation.

Parties shall remain bound by their respective statements/stands.

6. Court fee be returned to the authorised representative of the plaintiffs under Section 16 of the Court Fees Act.

7. Registry will issue necessary certificate in this regard.

I.A. 3934/2018 (delay in filing replication)

Application is disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 25, 2020

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