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

% *Date of decision:04.10.2021*

+ CS(OS) 522/2019

GIRIRAJ EDUCATIONAL & WELFARE TRUST
& ORS. Plaintiffs

Through Mr. Pawan Kumar and Mr. Ravi
Kumar, Advs.

versus

G.D. GOENKA PRIVATE LIMITED & ANR. Defendants
Through Mr. Rajat Aneja and Ms. Chandrika
Gupta, Advs.

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

I.A. No.12936/2021 (u/O XXIII Rule 3 CPC)

1. The present application has been jointly made by both the sides praying for issuance of decree in terms of Settlement Agreement dated 20.09.2021 reached between the parties and for refund of Court fees.
2. The present suit has been filed by the plaintiffs to pass a decree in their favour and against the defendants for recovery of Rs.4,70,85,986/-

along with interest @ 18 % per annum, both pendente lite and future against the defendants until realization.

3. During pendency of the present suit, vide order dated 07.09.2021, the matter was referred to Delhi High Court Mediation and Conciliation Centre for parties to explore settlement of disputes.

4. Today, learned counsel appearing from both the sides submit that the subject matter of this suit has been amicably resolved through mediation and parties have finally resolved their disputes in terms of Settlement-Agreement dated 20.09.2021.

5. Learned counsel for the plaintiffs submits that the present suit be decreed in terms mentioned in the aforesaid Settlement-Agreement dated 20.09.2021. Learned counsel also submits that since the subject matter of the suit amicably stands resolved through mediation, therefore, in terms of Section 16 of the Court Fees Act, the entire court fees be refunded to the plaintiffs.

6. This Court has gone through the Mediation report dated 20.09.2021 placed on record and find it to be valid and lawful. The present suit is accordingly decreed in terms mentioned in Settlement-Agreement dated 20.09.2021, which shall form part of the decree.

7. A Division Bench of this Court in *Nutan Batra Vs. M/s. Buniyaad Associates 2018 SCC OnLine Del 12916*, while relying upon decision of Hon'ble Supreme Court in *Afcons Infrastructure Limited v. Cherian Varkey Construction Company Private Limited* (2010) 8 SCC 24, had allowed an appeal against the order of refusal of refund of entire court fee in a suit. Further, a Coordinate Bench of this Court in *Munish Kalra Vs. Kiran Madan and Others 2019 SCC OnLine Del 8021* taking into account the fact that the dispute stands amicably settled between the parties, had relied upon decisions in *Afcons Infrastructure Limited (Supra)* and *Nutan Batra (Supra)* and directed refund of the entire court fees.

8. Concurring with afore-noted decisions, the plaintiffs are entitled to refund of entire court fees. Registry is directed to issue necessary certificate/authorization in favour of the plaintiffs to seek refund before the appropriate authorities.

9. With aforesaid directions, the present suit stands decreed accordingly. Pending application is disposed of as infructuous.

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10. In view of orders passed in IA No. 12936/2021 (u/O XXIII R 3 CPC),

the present suit is decreed in terms of the Settlement Agreement dated 20.09.2021 reached through Delhi High Court Mediation and Conciliation Centre between the parties. Decree sheet be accordingly drawn.

11. The plaintiffs are also entitled to refund of entire court fee in terms of orders passed in IA No. 12936/2021.

12. Pending application, if any, stand disposed of as infructuous.

(SURESH KUMAR KAIT)
JUDGE

OCTOBER 04, 2021
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