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

+ **CS(COMM) 412/2021 & I.A. 286/2023**

MR SURENDER MOHAN PATHAK Plaintiff
Through: Mr. Anand Mishra, Ms. Vandita
Nain and Ms. Ayushi Rajput, Advs.

versus

ABHINAV SHRIVASTAVA(BHOPALI) & ORS. & ORS.
..... Defendants
Through: Ms. Divyanshi Singh, Adv. for
Mr. Vivek Sarin, Adv. for D-1,2,3 & 5

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)
23.08.2023

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1. The disputes between the parties stand settled with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. Settlement agreement dated 16 August 2023 is on record.

3. The terms of settlement read thus:

“a) That the Second Party has agreed to pay a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) to the First Party on account of Settlement of entire claim of the First Party in the suit, against all the Defendants.

b) That the First Party has agreed for full and final settlement of the suit amount for Rs.3,00,000/- (Rupees Three Lakhs Only).



c) That Sh. Abhinav Srivastava @ Bhopali of the Second Party has issued a cheque bearing No. 466155 dated 17.09.2023 drawn on Karnataka Bank Ltd., Oshiwara, Jogeshwari (W) branch, Mumbai in favour of the First Party for a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) on account of payments as mentioned in para 1 and 2 hereinabove. Copy of the said cheque is annexed as **ANNEXURE C.**

d) That the Second Party undertakes that the above said cheque shall be honored on its presentation and in case of dishonor of the said cheque, the First Party shall be entitled to get the same executed through Court of law as a money decree, apart from the consequences entailed i.e. Contempt of Court.

e) That apart from payment of the aforesaid settlement amount, the Second Party through Sh. Abhinav Srivastava @ Bhopali has also regretted and apologized for the inconvenience caused to the First Party on account of their acts and the premises of settlement on token amount is based on the apology tendered by the Second Party to the First Party.

f) It is agreed between the parties that the present suit being CS (COMM.) 412/2021 may be decreed in terms of the present Settlement Agreement.

g) The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870.

h) The parties herein have voluntarily executed the present agreement of their own free will and accord, and without any pressure, undue influence, duress or force of any nature from any quarter whatsoever.

i) By signing and executing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other qua the present suit and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

j) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in this Settlement Agreement and not to dispute the same hereinafter in future.”

4. Parties are represented by learned Counsel who undertake on



behalf of their clients to remain bound by the terms of settlement.

5. The Court has perused the terms of settlement and find them to be lawful and in order.

6. As such, nothing further survives for consideration in this suit.

7. The suit shall stand decreed in terms of the aforesaid settlement agreement dated 16 August 2023 by which the parties shall remain bound.

8. Let a decree sheet be drawn up by the Registry.

9. The plaintiff would be entitled to refund of the court fees, if any, deposited by it.

C.HARI SHANKAR, J

AUGUST 23, 2023

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