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

+ **CS(COMM) 149/2022, CC(COMM) 5/2023 & I.A. 18200/2023**

MONICA GOLD PIPES PVT. LTD.Plaintiff

Through: Mr. Akshit Sachdeva, Advocate

versus

ANNAT JAIN

.....Defendant

Through: Mr. Satyender Kumar, AR of
defendant (through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **12.08.2024**

CS(COMM) 149/2022 & CC(COMM) 5/2023

1. Learned counsel for the plaintiff states that the parties have arrived at a settlement and have executed a Settlement Agreement dated 05.07.2024 before SAMADHAN, [Delhi High Court Mediation and Conciliation Centre]. He states that as per the said agreement, the plaintiff has undertaken to unconditionally withdraw the present suit and similarly, the defendant herein has undertaken to unconditionally withdraw his counter claim. He states that as per the Settlement Agreement all claims and counter claims between the parties stands satisfied. He states therefore, that the said Settlement Agreement be taken on record and the suit be disposed of in terms thereof.

2. Learned counsel for the plaintiff states that in view of the fact that parties herein have arrived at a settlement before the Mediation Centre, he prays that the Court fees of Rs. 2,47,000/- (Rupees Two Lakhs Forty Seven



Thousand Only) be refunded to the plaintiff in CS(COMM) 149/2022 and the Court fees of Rs. 44,500/- (Rupees Fourty Four Thousand Only) be refunded to the plaintiff/counter claimant in CC(COMM) No. 5/2023 in terms of Section 16 of the Court Fees, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

3. Mr. Satyender Kumar, who is the authorized representative of the defendant, has joined the proceedings through video conferencing link and has been identified by the learned counsel for the plaintiff.

4. Mr. Satyender Kumar has addressed this Court and confirms the due execution of the Settlement Agreement and its acceptance by the defendant herein.

5. In view of the aforesaid statements of the parties, the parties shall remain bound by the said Settlement Agreement and will be precluded from raising any claim or counter claim against each other with respect to the transaction which was the subject matter of the suit and the counter claim. Accordingly, the present suit and the counterclaim are disposed of in terms of the Settlement Agreement dated 05.07.2024. The Registry is directed to draw up a decree in terms thereof.

6. In view of the fact that the parties have arrived at a settlement through mediation and in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of Code of Civil Procedure, 1908, this Court is of the opinion that the prayer for refund of the entire Court fees of Rs. 2,47,000/- to the plaintiff in CS(COMM) 149/2022 and Court fees of Rs. 44,500/- to the plaintiff/counter claimant in CC(COMM) No. 5/2023 is liable to be allowed. The registry is directed to issue a refund certificate in the name of the respective parties within four (4) weeks.



7. Accordingly, the suit and counter-claim stand disposed of. All pending applications stand disposed of.
8. All future dates stand cancelled.

AUGUST 12, 2024/msh/MG

MANMEET PRITAM SINGH ARORA, J

Click here to check corrigendum, if any