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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 256/2024**
RENU SINGH & ANR.Plaintiffs

Through: Mr B. B. Gupta, Sr. Advocate with Mr
Rajiv Singh Chauhan, Ms Saloni
Singh, Ms Anchal Gupta, Mr Asangha
Rai, Mr Rajat Joshi and Mr Karan
Jain, Advocates.

versus

FAIRWOOD HOLDINGS PRIVATE LIMITED
& ORS.Defendants

Through: Mr Ujjwal Jha and Mr Rohan Gupta,
Advocates along with D-1 and D-2 in
person.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER
13.09.2024

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I.A. 39449/2024 (by the defendant no.1 under Order XXIII read with Section 151 CPC)

1. This an application filed by the defendants praying for decreeing the suit in terms of the settlement entered into between the parties.
2. The present suit was filed by the plaintiff praying for money decree for an amount of Rs.2,78,52,714/-.
3. During the pendency of the suit, the matter was referred to the mediation under the aegis of Delhi High Court Mediation and Conciliation Centre vide order dated 27.08.2024 passed by the learned Joint Registrar.
4. Before the mediation, the parties arrived at a settlement, terms whereof



were reduced in writing in the form of a Settlement Agreement dated 03.09.2024, copy of which has been annexed to the present application. The settlement has also been received by the Court directly from the Organising Secretary of Samadhan.

5. A perusal of the settlement agreement shows that the defendants have agreed to pay a total sum of Rs.1.75 crores in full and final settlement of all the claims of the plaintiff. This position is not disputed by the learned senior counsel for the plaintiff.

6. It is also a term of the settlement that a joint request will be made to this Court by the parties for passing a decree in terms of settlement. The settlement is signed by the attorney of the plaintiff no.1, as well as, by the plaintiff no.2. Further, on behalf of the defendant no.1, the settlement has been signed by its authorised representative, whereas the defendant no.2 has signed the said settlement on his own behalf, as well as, on behalf of the defendant no.3, as his attorney. The settlement also bears the signature of the learned Mediator.

7. The plaintiff no.2, as well as, the defendants are present in the Court and affirm the factum of settlement.

8. A perusal of the settlement reveals that the same is lawful, therefore, there is no impediment in passing a decree in terms of the said settlement.

9. Accordingly, the suit is decreed in terms of the Settlement Agreement dated 03.09.2024, which shall form part of the decree.

10. The decree sheet be drawn accordingly.

11. At this stage, learned senior counsel for the plaintiffs submits that since the parties have settled all their disputes through mediation, therefore, they are entitled for refund of the court fee.



12. Having regard to the fact that the settlement has been arrived at between the parties before the mediation which is one of the modes of alternative disputes resolution prescribed under Section 89 of the Code of Civil Procedure, the plaintiffs are entitled to the refund of full court fee affixed on the plaint, in terms of Section 16 of the Court Fees Act, 1870.

13. Accordingly, the Registry is directed to issue a certificate for refund of full court fee affixed on the plaint, to the plaintiff.

14. The application, as well as, suit stands disposed of in the above terms.

15. The date already fixed as 15.10.2024 stands cancelled.

VIKAS MAHAJAN, J

SEPTEMBER 13, 2024
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