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

+ **CS(COMM) 285/2023 & I.A. 8807-8808/2023**

USMS SAFFRON CO INCPlaintiff

Through: **Mr. Rishabh Gupta, Advocate**

versus

**GULZAR AHMED BHAT TRADING AS M/S GULZAR
PRODUCTS AND ORS.**Defendants

Through: **Mr. Towseef Ahmad Dar, Mr. Malik
Ifshana and Mr. Amit Masih,
Advocates for D-1 & 2**

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

ORDER

12.11.2024

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1. The counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 24th September, 2024, (hereinafter the "Settlement Agreement") has been placed on record and the same bears the electronic signatures of the authorised representative of the plaintiff and the defendants.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. It is stated that the defendants have complied with the clauses 7.4 and 7.5 of the Settlement Agreement.
5. The parties shall remain bound by the terms of the Settlement



Agreement.

6. In terms of the Settlement Agreement, the present suit is decreed in terms of prayers sought in paragraph 48 (a) (i) to (iv) of the plaint. The Settlement Agreement shall form part of the decree.
7. Let the decree sheet be drawn up.
8. In view of the fact that the matter has been settled at the Mediation Centre, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870 *read with* Section 89 of the Code of Civil Procedure, 1908.
9. All pending applications stand disposed of.

AMIT BANSAL, J

NOVEMBER 12, 2024

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