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

+ **CS(COMM) 298/2023**

**BHAWANI PLASTIC INDUSTRIES THROUGH ITS
CONSTITUTED ATTORNEY SHRI SANJEEV BANSAL**

.....Plaintiff

Through: Mr Mohan Vidhani, Advocate

versus

**M/S BABA FOOTWEAR THROUGH ITS PROPRIETOR SHRI
RAMASHANKAR GARG**Defendant

Through: Mr Harsh Pal, Advocate

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

27.09.2024

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1. Learned 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 04th September, 2024, (hereinafter "Settlement Agreement") which bears the signatures of the authorised representative of the Plaintiff and the Defendant, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. Accordingly, in terms of the Settlement Agreement, both, the suit as well as counter-claim filed by the Defendant is dismissed as withdrawn.
6. 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.

AMIT BANSAL, J

SEPTEMBER 27, 2024/ds