



\$~4

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

+ **CS(COMM) 320/2023**

M S CRYSTAL CROP PROTECTION LTDPlaintiff

Through: Mr. Karmveer, Mr. Ajay Kumar and
Mr. Dilip Kumar, Niranjana, Advs.
Mr. Ankush Gupta, Deputy Manager
(though VC)

versus

**SH MOHINDER PRAKASH BAMANE PROPRIETOR OF M S
NANDAI AGRO SHOPEEDefendant**

Through: Mr. Vikas Jain and Ms. Shrawani,
Advs.
Defendant (Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **19.12.2024**

1. Mr. Ankush Gupta, Deputy Manager of the plaintiff has joined the proceedings through video conferencing ('VC') link and he confirms the due execution of the settlement agreement dated 20.09.2024.
2. Defendant has joined the proceedings through VC link and he confirms the due execution of the settlement agreement dated 20.09.2024.
3. The present matter was referred to Delhi High Court Mediation and Conciliation Centre ('mediation centre'). The mediation in the present case has been successful through the efforts of Mr. Vikas Sharma, Mediator. A settlement agreement dated 29.09.2024 executed between the parties has been received from the mediation centre.
4. Learned counsel for the parties pray that the suit be decreed in terms of mediation settlement.



5. The Supreme Court in **Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of CPC has observed that settlement agreement will have to be placed before the Court for recording it and disposing of the suit in its terms; and while doing so the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.
6. This Court is satisfied with the compromise agreed to between the parties and contained in the aforesaid settlement agreement complies with the requirement of the Order XXIII Rule 3 CPC. The compromise contained in the aforesaid settlement agreement is lawful and, therefore, this Court does not find any impediment in decreeing the suit in terms of the aforesaid agreement.
7. The statements and undertakings given by learned counsel for the parties are accepted and parties are held bound down to the same.
8. As noted above, the representative of the plaintiff and the defendant have joined the proceedings through VC and have admitted the due execution of the aforesaid agreement.
9. Consequently, the suit is decreed in terms of aforesaid settlement agreement dated 20.09.2024 executed between the parties, which is marked as Ex. C-1. The registry of this Court is directed to prepare the decree sheet in terms thereof.
10. Pending application stands disposed of, interim order if any stand vacated. All future dates stand cancelled.
11. Learned counsel for the plaintiff makes an oral prayer that in view of

¹ (2010) 8 SCC 24.



the settlement through the process of mediation, the Court fees may be refunded in terms of Section 16 of the Court Fees Act, 1870.

12. Accordingly, the registry is directed to refund the 100% Court fees to the plaintiff within four (4) weeks.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 19, 2024/hp/AKT
[Click here to check corrigendum, if any](#)