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

+ CS(COMM) 491/2023, I.A. 13459/2023-Stay

RAJ KUMAR GUPTA PROPRIETOR OF M/S HENNA EXPORT
HOUSEPlaintiff

Through: Mr. Umesh Mishra and Ms.
Yashodhara, Advs.

versus

RAMESH CHAND & ORS.Defendants

Through: Mr. N. Mahabir and Mr. Noopur
Biswas, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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09.07.2024

1. Learned counsel for the parties submit that the parties have amicably resolved their disputes as recorded in the Settlement Agreement dated 20.05.2024 executed before the Delhi High Court Mediation and Conciliation Centre. Learned counsel for the parties, based on the aforesaid Settlement Agreement dated 20.05.2024, thus pray for passing of a decree accordingly.

2. This Court has also perused the contents of the said Settlement Agreement dated 20.05.2024 arrived *inter se* the parties and find the same to be lawful.

3. The present suit, alongwith pending application, is therefore decreed in terms of the Settlement Agreement dated 20.05.2024 arrived *inter se* the parties under Order XXIII Rule 3 of the Code of the Civil Procedure, 1908.



4. Learned counsel for the plaintiff submits that since the suit was amicably settled at initial stages, court fees may be refunded back as per Section 16 of the Court Fee Act, 1870.
5. Since the parties have arrived at an amicable settlement at the initial stage of the present suit itself, in the opinion of this Court, refund of 75% of the court fees paid on the plaint is justifiable.
6. Let a Certificate of refund of 75% of the court fees paid on the plaint be prepared by the Registry and handed over to the learned counsel for the plaintiff.
7. Let a copy of the Settlement Agreement dated 20.05.2024 be appended to the decree sheet.
8. Registry is directed to draw up a decree sheet in terms of the above settlement.

SAURABH BANERJEE, J

JULY 9, 2024/rr