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

+ **CS(COMM) 752/2023 & I.A. 20768/2023**

CATALYST TRUSTEESHIP LIMITED

..... Plaintiff

Through: Mr. K.K. Sharma, Sr. Advocate with
Mr. Rajiv Bakshi, Ms. Bhanita
Patowary and Mr. Ram Pravesh Rai,
Advocates.

versus

CHARMS INDIA PRIVATE LIMITED AND ORS. Defendants

Through: Ms. Gurkamal Hora Arora, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

03.05.2024

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I.A. 9918/2024

By way of the joint application filed under Order XXIII Rule 3 of the Code of Civil Procedure 1908, the parties seek a consent decree in terms of the settlement arrived at between them *vide* Settlement Letter dated 27.03.2024.

2. The text of the settlement letter, which comprises the *in-principle* approval to the settlement proposal, have been set-out in para 3 of the application. The essential aspects of the settlement are that the defendants have agreed to pay to the plaintiff the sum of Rs. 182 crores, as per clause D of the terms and conditions of settlement in accordance with the schedule of payment as set-out in clause H, which details the amounts to be paid over a period of 49 months.
3. Upon being queried, learned counsel for all parties confirm that the *in-principle* approval to the terms of settlement has since been confirmed; and parties have settled their *inter-se* disputes fully and



finally in terms of Settlement Letter dated 27.03.2024; and agree to remain bound by the terms of the settlement.

4. In this backdrop, they seek a consent decree incorporating the terms of settlement as contained in Settlement Letter dated 27.03.2024.
5. The court has perused the terms of the settlement.
6. The court is of the view that the parties have settled their disputes through a lawful agreement; and there is no reason why the settlement should not be accepted.
7. The application is accordingly allowed.
8. The terms of settlement contained in Settlement Letter dated 27.03.2024, as also extracted in para 3 of the joint application, are taken on record.
9. It is further directed that parties shall remain bound by the terms of the settlement; and in particular, the defendant shall honour the schedule of payment comprised in the settlement.
10. The application is disposed-of.

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11. In view of the settlement arrived at as above, the suit stands decreed in terms of the settlement comprised in Settlement Letter dated 27.03.2024.
12. The Registry is directed to draw-up a decree-sheet, comprising therein the terms of settlement.
13. The suit stands decreed and disposed-of accordingly.
14. Pending applications, if any, also stand disposed-of.
15. Mr. K.K. Sharma, learned senior counsel appearing for the plaintiff seeks refund of the full court fee affixed on the plaint. Senior counsel



submits that the matter was at the nascent stage of completion of pleadings; and therefore the court-fee may be refunded in the entirety.

16. To answer the query that section 16A of the Court-fees Act, 1870 as applicable to Delhi, provides for refund of *only half* of the court fee if the matter is settled privately among the parties without intervention of the court or any alternate dispute resolution mechanism, counsel draws attention to other orders of this Bench, where similar relief has been granted.
17. Attention in this behalf is drawn to para 26 of ***High Court of Judicature at Madras vs. M.C. Subramaniam &Anr.***¹, where the Supreme Court has opined, even though in the context of the Tamil Nadu Court Fees and Suit Valuation Act 1955, that on a broad and purposive construction of section 89 of the CPC, the provision for refund of the *entire* court fee *shall also extend to all methods of out-of-court dispute settlement* between parties and not be limited to settlement arrived at through mediation.
18. It is also noticed that in order dated 16.08.2023 made by a Division Bench of this court in W.P.(C) No. 10235/2022 titled ***Praveen Kumar Agarwal vs. Union of India and Anr.***, the Division Bench had recorded a statement made by learned counsel appearing for the Government of NCT of Delhi ('GNCTD'), that in terms of a communication dated 14.08.2023 received from GNCTD, the department was contemplating necessary steps for repeal of Section 16A of the Court-fees Act as applicable to Delhi.

¹ (2021) 3 SCC 560



19. It is seen, that as recorded in the Division Bench order, the decision of the GNCTD proceeded on their perception that section 16A was creating an *arbitrary distinction* between persons who seek refund of court fee under section 16 and those who seek refund under section 16A of the Court Fee Act. By the said order, the Division Bench had disposed-of the public interest litigation with the direction to the GNCTD to take appropriate consequential steps *within a period of 04 months* from that date *i.e.* 16.08.2023.
20. Regardless of whether or not any steps to that effect have been taken by the GNCTD so far, in view of the observations of the Supreme Court and of a Division Bench of this court as cited above, this court is persuaded to accept the request made on behalf of the plaintiff; and it is accordingly directed that the *entire* amount of the court fee paid on the plaint shall be refunded to the plaintiff.
21. The Registry is directed to draw-up the requisite certificate for refund of the entire court fee, within 06 weeks from today.

ANUP JAIRAM BHAMBHANI, J

MAY 3, 2024

V.Rawat