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

+ **CS(COMM) 603/2024, I.A. 34103/2024 & I.A. 34104/2024**

M/S SUMRIDHI ALUMINIUM PRIVATE LIMITEDPlaintiff

Through: Ms. Harshita Gulati, Advocate
alongwith Ms. Anjali Jindal (Through
VC)

versus

METCHEM UNIVERSE LLC & ORS.Defendants

Through: Ms. Shreya Bhola, Advocate for D-1,
3 and 4 (D-4 appearing through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **12.08.2024**

1. Learned counsel for the plaintiff states the settlement agreement has been arrived at between the plaintiff and defendant nos. 1 to 4 before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 31.07.2024.

1.1. He states that the suit be disposed of in terms of Clause 10 of the said settlement agreement. He states that the parties have undertaken to perform their respective obligations set out in the settlement agreement.

2. Defendant no. 4, who has joined the proceedings through video conferencing states that defendant nos. 1, 3 and 4 have performed their obligations as set out in the settlement agreement. He states that the goods have arrived at Mundra Port, Gujarat today and would likely reach the ICD dry port, Garhi, Haryana within few days.

3. Ms. Anjali Jindal, the representative of the plaintiff states that the



plaintiff shall perform their obligation of making the payment as per the terms set out in the settlement agreement.

4. The representatives of the plaintiff, defendant nos. 1, 3 and 4 state that in view of the settlement arrived between the parties, the suit be disposed of in terms of Clause 10 of the settlement agreement.

5. The statements of Ms. Anjali Jindal for plaintiff and Mr. Dhulichand Sharma for defendant no. 1, 3 and 4 is taken on record and the parties are bound down to the statements.

6. Having regard to the aforesaid, there does not appear to be any impediment in grant of decree in terms of the settlement agreement and this Court is satisfied that the parties have arrived at lawful settlement on the terms detailed in the settlement agreement. Accordingly, the present suit is decreed in terms of the settlement agreement dated 31.07.2024 binding the parties to the said agreement.

7. Decree sheet be prepared accordingly. The settlement agreement will form part of the decree.

8. Pending applications stand disposed of.

9. All further dates of hearing in the suit are cancelled.

10. Learned counsel for the plaintiff states that since the matter has been settled at the very inception, the Court fee deposited be refunded as per Section 16 of the Court Fee Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

11. In the facts of this case, since no summons have been issued in the suit and the parties have settled their disputes amicably, accordingly, the prayer of the plaintiff for granting of refund of Court fee is hereby granted.

12. The Registry is directed to draw up the requisite certificate for refund



of the entire Court fee in the name of the plaintiff, within four (4) weeks from today.

13. Ms. Shreya Bhola, Advocate states that the *vakalatnama* on behalf of defendant nos. 1, 3 and 4 has been filed earlier today.

AUGUST 12, 2024/msh/ms

MANMEET PRITAM SINGH ARORA, J

Click here to check corrigendum, if any