



\$~25

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 788/2023 & I.As. 23661/2023, 23662/2023, 23663/2023,
23664/2023

SUKHBIR KAUR

.....Plaintiff

Through: Mr. Rajesh Kalia and Ms. Kalpana,
Advocates along with plaintiff

versus

JAGJEET SINGH & ANR.

.....Defendants

Through: Ms. Renuka Sahu, Mr. Shubham
Bhatia, Mr. Rishi Raj Singh, Mr.
Sambhav Shekhar and Mr. Ahant
Bhardwaj, Advocates along with D-1

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **26.07.2024**

1. Learned counsel for the plaintiff states that the plaintiff is present in Court and he has instructions to withdraw the present suit since the parties have amicably resolved the matter.
2. The plaintiff, who is present in Court states that the plaintiff has amicably resolved her disputes with defendant nos. 1 and 2 and both the parties have entered into a settlement agreement dated 02.05.2024 ('Settlement Agreement'). The said Agreement was executed before SAMADHAN (Delhi High Court Mediation and Conciliation Centre).
3. She states that in pursuance of the Settlement Agreement, defendant nos. 1 and 2 have agreed to pay her a sum of Rs. 22 lakhs in full and final settlement of all her claims and she is satisfied with the said amount.



4. She states that she has already received a sum of Rs. 6 lakhs and she has been handed over five (5) post-dated cheques for the remaining amount of Rs.16 lakhs, by the defendants. She states that out of these five (5) cheques, four (4) cheques [Cheque No. 925263 dated 01.07.2024, Cheque no. 925264 dated 01.08.2024, Cheque No. 925265 dated 01.09.2024 and Cheque no. 925266 dated 01.10.2024] are for a sum of Rs. 3 lakhs each and the 5th cheque [Cheque no. 925267 dated 01.11.2024] is for a sum of Rs. 4 lakhs and all drawn on IndusInd Bank, Malviya Nagar-110017.

5. Learned counsel for defendants' states that defendants undertake to this Court that the aforesaid cheques will be honored on presentation.

6. The aforementioned statement(s) of the parties are taken on record and they are bound to the Settlement Agreement dated 02.05.2024 and in terms thereof, the present suit is disposed of along with pending applications. Upon encashment of all the cheques, all the claims of the plaintiff in the present suit shall stand extinguished.

7. In view of the fact that the parties have arrived at a settlement through mediation and in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, this Court is of the opinion that the prayer for refund of the entire Court fees of Rs. 1,03,000/- (Rupees One Lakh and Three Thousand Only) is liable to be allowed. The registry is directed to issue a refund certificate in the name of the plaintiff within four weeks.

8. All pending applications stand disposed of.

MANMEET PRITAM SINGH ARORA, J

JULY 26, 2024/rhc/MG