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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 52/2025, I.A. 1712/2025-Stay, I.A. 1713/2025-Exp
I.A. 1714/2025-Exp from pre institution mediation, I.A. 1715/2025-
Addl.doc.

IHHR HOSPITALITY ANANDA PVT. LTD.

.....Plaintiff

Through: Mr. Shantanu Sood, Mr. Shekhar
Sri Prakash, Ms. Yamini
Jaishanker, Mr. Abhay Singh,
Adv.

versus

SATYADEO HOSPITALITY PRIVATE LIMITEDDefendant

Through: Mr. Sajal Manchanda and Mr.
Nitish Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

08.04.2025

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1. Learned counsel for parties submit that the dispute(s) *inter-se* the parties in the present *lis* has/ have been settled in terms of the Settlement Agreement dated 27.03.2025 (filed *vide* diary number.2356326/2025), as such they pray that a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 may be passed in terms thereof.
2. Learned counsels of the parties confirm the terms of the Settlement Agreement dated 27.03.2025 and identify the signatures of their respective clients.
3. This Court has perused the terms of Settlement Agreement dated 27.03.2025 as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.
4. The learned counsel appearing for the plaintiff, in view of the Settlement Agreement dated 27.03.2025 entered *inter-se* the plaintiff and



the defendant, prays that since the dispute *inter-se* the parties have been settled, he would not press for the other applications.

5. Accordingly, the present suit is decreed in terms of the settlement as recorded in the Settlement Agreement dated 27.03.2025.

6. Needless to mention that the plaintiff and the defendant shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 27.03.2025.

7. Learned counsel for the plaintiff also prays that since the disputes between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiff, refund of 100% of the Court fees paid by the plaintiff is deemed justifiable.

9. Let a Certificate of refund of 100% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

10. Registry is directed to draw up Decree Sheet.

11. Needless to mention, the Settlement Agreement dated 27.03.2025, shall form a part of the Decree Sheet.

12. Accordingly, in view of the above, the present suit, alongwith the pending applications stand disposed of.

SAURABH BANERJEE, J.

APRIL 8, 2025/bh