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

+ **CS(COMM) 68/2023 & I.As. 7800/2024, 33056/2024**

WOMEN ECONOMIC FORUM AND ANRPlaintiffs

Through: Mr. Himanshu Sehrawat, Adv.

versus

MARRIOTT HOTELS INDIA PVT LTD AND ORSDefendants

Through: Mr. R.A. Iyer, Adv.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 16.05.2025

1. Learned counsels for the Plaintiffs and Defendants state that parties have arrived at mediated settlement before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') and have executed a Settlement Agreement dated 14.05.2025 ('Settlement Agreement'), whereunder the Plaintiffs as per Clause '1' have undertaken to unconditionally withdraw the present suit.
2. The Settlement Agreement has been placed on record.
3. Learned counsel for the Plaintiffs states that Plaintiffs undertakes to stand by the representations and the warranties as recorded in this Settlement Agreement and seeks liberty to unconditionally withdraw the present suit.
 - 3.1. He states that additionally, the Plaintiffs prays that the Court fees deposited be refunded in terms of Section 16 of the Court Fees Act, 1870.
 - 3.2. He states that a formal application also stands filed by the Plaintiffs qua the above said averments vide e-diary no. 3442038/2025. A copy of the application has been handed across the bar.

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4. Learned counsel for the Defendants states that Defendants as well undertake to be abide by the representations and the warranties as recorded in the Settlement Agreement and have no objection to the prayer for the refund of the Court fees.
5. This Court has perused the settlement agreement dated 19.10.2024 and is satisfied that the same is lawful. The Court notes that the Plaintiffs have categorically asserted that all its claims qua the Defendants stand extinguished in terms of the settlement as recorded in the Settlement Agreement. It is directed that parties shall remain bound by the representations and warranties made to each other in this Settlement Agreement.
6. Therefore, in view of the Settlement Agreement and the statement(s) made by the Plaintiffs before this Court today, the suit is dismissed as withdrawn without any liberty reserved.
7. This Court has considered the submissions of Plaintiffs and in terms of Section 16 of the Court Fees Act, 1870; since the suit has been settled the prayer for refund of 100% Court fees is hereby allowed. The registry is directed to refund the Court fees to the Plaintiffs within four (4) weeks.
8. All future dates stand cancelled.
9. Pending applications, if any stand disposed of.

MANMEET PRITAM SINGH ARORA, J

MAY 16, 2025/hp/sk

[Click here to check corrigendum, if any](#)

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