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

+ CS(COMM) 91/2025, I.A. 2805/2025, I.A. 2806/2025, I.A. 2807/2025, I.A. 2808/2025

SAGAR OVERSEAS

.....Plaintiff

Through: Mr. Deepak Dhyani, Adv.

versus

SHRI DEV TRADING COMPANY & ORS.Defendants

Through: Mr. Anshul Goel, Adv.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

29.05.2025

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1. At the outset, learned counsel for the plaintiff as well as learned counsel for the defendants submit that the parties have since resolved all their disputes in the present suit before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**) and the terms of the settlement arrived at *inter se* them have also been reduced to writing in the form of a Settlement Agreement dated 27.05.2025, which is forming a part of the record.

2. Learned counsel for the plaintiff and the defendants make a joint oral prayer before this Court for the passing of a consent decree in terms of the said Settlement Agreement dated 27.05.2025.

3. Learned counsel for the plaintiff further submits that, in view of the above, the plaintiff does not wish to press for any other relief(s) *qua* the defendants.



4. Learned counsel of the plaintiff and the defendants confirm the terms of the Settlement Agreement dated 27.05.2025 and identify the signatures of their respective clients thereon as well.
5. This Court has perused the terms of the Settlement Agreement dated 27.05.2025 as recorded *inter se* the plaintiff and the defendants and finds them to be lawful.
6. Accordingly, the present suit is decreed in terms of the settlement between the plaintiff and the defendants as recorded in the Settlement Agreement dated 27.05.2025.
7. Registry is directed to draw up the Decree Sheet.
8. Needless to mention, the Settlement Agreement dated 27.05.2025, shall form a part of the Decree Sheet, and the parties shall remain bound by the terms thereof.
9. At this stage, learned counsel for the plaintiff also makes an oral prayer before this Court for refund of the Court fees paid by the plaintiff in terms of *Section 16* of the Court Fees Act, 1870, since the disputes between the plaintiff and the defendants have been amicably settled before DHCMCC.
10. Considering that the disputes *inter se* the plaintiff and the defendants have been amicably settled, however at the same time also considering that the same remained pending for a substantial period of time, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.
11. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.



12. In view of the above, the captioned suit, alongwith the pending application(s), stands disposed of.

MAY 29, 2025/Ab

SAURABH BANERJEE, J