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

+ CS(COMM) 209/2025, I.A. 6162/2025-Stay, I.A. 6163/2025-O 26 R 4, 9 & 10, I.A. 6164/2025-Addl.doc, I.A. 6165/2025-Exp, I.A. 6166/2025-Exp from effecting advance service on the defendants, I.A. 6167/2025-Exp from pre litigation mediation

THE FOUNDRY VISIONMONGERS LIMITEDPlaintiff
Through: Mr. Dinesh Jotwani, Ms. Harpreet Oberoi and Mr. Harsh Kumar, Advs.

versus

MR SIDDHARTHA JAYAKAR & ORS.Defendants
Through: Mr. Jaydeep Roy and Mr. Divyansh Tiwari, Advs. for D-1 to 3.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER
24.04.2025

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1. At the outset, learned counsel for plaintiff and the defendants submit that the parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**), and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 05.04.2025, which is forming a part of record.
2. As such, learned counsel for the plaintiff and the defendants pray for passing of a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.
3. At this stage, learned counsel for the parties submit that though the defendants were to pay the first installment of Rs.6,40,520/- by RTGS to



the plaintiff on 07.04.2025 in terms of a table in paragraph 3 of the Settlement Agreement dated 05.04.2025, however, the said first installment of Rs.6,40,520/- has not yet been paid by the defendants yet and will be paid in terms thereof within the next **48 hours** i.e. on or before 26.04.2025. Needless to say, rest of the terms of the Settlement Agreement dated 05.04.2025 will remain the same.

4. At this stage, learned counsel for the plaintiff submits that, in view of the Settlement Agreement dated 05.04.2025 *inter se* the plaintiff and the defendants, the plaintiff does not wish to press for any other relief(s) *qua* any of the defendants.

5. Learned counsel of the plaintiff and the defendants confirm the terms of the Settlement Agreement dated 05.04.2025 and identify the signatures of the respective concerned.

6. This Court has perused the terms of Settlement Agreement dated 05.04.2025 as recorded *inter se* the plaintiff and the defendants and find them to be lawful.

7. In light of the above, the present suit is decreed in terms of the settlement arrived at *inter se* the plaintiff and the defendants before the DHCMCC as recorded in the Settlement Agreement dated 05.04.2025.

8. Needless to mention, the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 05.04.2025.

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



10. This Court is of the view that since the disputes between the plaintiff and the defendants have been amicably settled before the DHCMCC and considering the stage of the proceedings involved, in view of the oral prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is 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. Registry is directed to draw up the Decree Sheet.

13. Needless to mention, the Settlement Agreement dated 05.04.2025, shall form a part of the Decree Sheet.

14. Accordingly, in view of the above, the present suit, alongwith the pending applications, stands disposed of.

SAURABH BANERJEE, J

APRIL 24, 2025/bh