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

I.A. 43454/2024

IN

+ **CS(COMM) 221/2023**

TIRUPATI STRUCTURALS LIMITEDPlaintiff

Through: Mr. Umesh Mishra and Mr. Amit
Kumar, Advocates

versus

JAI PRAKASH SINGHALDefendant

Through: Mr. Sonu Pandey, Advocate

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **25.02.2025**

1. Counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 20th January, 2025, (hereinafter "Settlement Agreement") which bears the signatures of the authorised representatives of the plaintiff and the defendant, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. Accordingly, in terms of the Settlement Agreement, the suit is decreed in terms of prayer clauses (a) and (b) of the plaint.
6. The plaintiff has agreed to not press for the reliefs as mentioned in



prayer clauses (c), (d), (e) and (f) of the plaint. The Settlement Agreement shall form part of the decree.

7. The decree sheet be drawn up.
8. In view of the fact that the matter has been settled in the mediation proceedings, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff, in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.
9. All pending applications stand disposed of.

AMIT BANSAL, J

FEBRUARY 25, 2025

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