



\$~19

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

+ CS(COMM) 468/2024, I.A. 30809/2024-Stay, I.A. 30810/2024-O
26 R 9

K L STEEL PRIVATE LIMITED

.....Plaintiff

Through: Mr. Sumit Gaur, Mr. Ranjit Mishra
and Mr. Tanishq Sharma, Advs

versus

SISCO INDUSTRIES LIMITED & ANR.

.....Defendants

Through: Mr. Samiron Borkataky, Mr.
Ikshvaaku Marwaj, Mr. Saurav
Kumara nd Mr. Shyam Gaur, Advs
for D-1
Mr. Varnik Kundaliya, Adv for D-2
(Through VC)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

24.04.2025

%

1. At the outset, learned counsel for the plaintiff and the defendants submit that since they have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**), the terms thereof have been reduced to writing in the form of a Settlement Agreement dated 15.04.2025, which is forming a part of record.
2. Learned counsel for the plaintiff also submits that, in view of the Settlement Agreement dated 15.04.2025 *inter se* the plaintiff and the defendants, the plaintiff does not wish to press for any other relief(s) *qua*



any of the defendants.

3. As such, the learned counsel for the plaintiff and the defendants vide an oral prayer, pray for passing a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 (**CPC**) in terms thereof.

4. Learned counsel of the plaintiff and the defendants confirm the terms of the Settlement Agreement dated 15.04.2025 and identify the signatures of their respective clients.

5. This Court has perused the terms of Settlement Agreement dated 15.04.2025 as recorded *inter se* the plaintiff and the defendants and finds them to be lawful.

6. In light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendants before DHCMCC as recorded in the Settlement Agreement dated 15.04.2025.

7. Needless to mention, the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 15.04.2025.

8. 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.

9. This Court is of the view that since the disputes between the plaintiff and the defendants have been amicably settled before DHCMCC and 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 deemed justifiable.

10. 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.

11. Registry is directed to draw up the Decree Sheet.

12. Needless to mention, the Settlement Agreement dated 15.04.2025, shall form a part of the Decree Sheet.

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

SAURABH BANERJEE, J

APRIL 24, 2025/Ab