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

+ **CS(COMM) 960/2024, I.A. 43591/2024-Stay**

HIPPOSTORES TECHNOLOGY PRIVATE LIMITED

.....Plaintiff

Through: Mr. Ajay Bhargava, Mr. Nirupam
Lodha, Mr. Kshitij Parashar, Mr.
Gautam Wadhwa, Ms. Phalguni
Nigam and Ms. Vanshika
Thapliyal, Advs

versus

**AZHAR AHMED TRADING AS M S A R METAL WORKS &
ANR.**

.....Defendants

Through: Mr. Azhar Ahmed, D-1 in person
Ms. Aishwarya Kane, Adv for D-2

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

23.04.2025

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1. Learned counsel for the plaintiff as well as the defendant no.1, appearing in person, submit that they have since resolved all their disputes in the captioned suit, and the said terms of settlement have also been reduced to writing in the form of the Settlement Agreement dated 09.04.2025, which is forming a part of record.
2. Learned counsel for the plaintiff and the defendant no.1, appearing in person, orally pray for this Court to pass a consent decree in terms thereof.
3. Learned counsel for the plaintiff submits that, in view of the



Settlement Agreement dated 09.04.2025 *inter-se* the plaintiff and the defendant no.1, the plaintiff does not wish to press for any other relief *qua* defendant no.1. It is also submitted that the plaintiff seeks to give up all the reliefs *qua* the defendant no.2 as well. In view thereof, he also submits that the captioned suit may be accordingly disposed of finally.

4. Learned counsel of the plaintiff and the defendant no.1 in person confirm the terms of the Settlement Agreement dated 09.04.2025 and learned counsel for the plaintiff identifies the plaintiff's signatures, as well as defendant no.1 identifies his own signatures.

5. This Court has perused the terms of the Settlement Agreement dated 09.04.2025 as recorded *inter-se* the plaintiff and the defendant no.1 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 defendant no.1 as recorded in the Settlement Agreement dated 09.04.2025.

7. Needless to mention, the plaintiff and the defendant no.1 shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 09.04.2025.

8. At this stage, learned counsel for the plaintiff prays for refund of Court fees paid in terms of *Section 16* of the Court Fees Act, 1870, since the disputes between the plaintiff and the defendant no.1 have been settled amicably.

9. This Court is of the view that since the disputes between the plaintiff and the defendant no.1 have been amicably settled, 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 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 09.04.2025, shall form a part of the Decree Sheet.
13. Accordingly, in view of the above, the captioned suit, alongwith the pending applications, stands disposed of.

SAURABH BANERJEE, J

APRIL 23, 2025/Ab