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

+ **CS(OS) 670/2024 and I.A. 37177/2024**

GAMUT BUILDCON PVT LTD AND ANRPlaintiffs

Through: Mr. Anubhav Garg, Adv.

versus

ATUL VERMA AND ANRDefendants

Through: Mr. Atul Verma, Adv. for D-1.

Mr. Deepak Gogia, Mr. Aadhar
Nautiyal and Ms. Shivangi Kohli,
Advs. for D-2.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **12.03.2026**

1. Mr. Anubhav Garg, learned counsel appearing on behalf of the plaintiffs seeks to withdraw the present suit on the ground that the settlement has been arrived at between the plaintiffs and defendant no.1, terms whereof have been reduced in writing in the form of Memorandum of Understanding dated 11.08.2025. A copy of the said memorandum has been handed over across the Bar, the same is taken on record.
2. Let said Memorandum of Understanding be also filed in the Registry under the cover of an index.
3. Mr. Atul Verma, learned counsel appearing on behalf of defendant no.1 affirms the factum of settlement.
4. Defendant no.2 is a *proforma* party. Mr. Deepak Gogia, learned counsel appearing on behalf of defendant no.2 affirms the said position and submits that defendant no.2 is rightly not a party to the settlement.
5. In view of the above, the present suit along with pending application is dismissed as withdrawn.



6. At this stage, learned counsel appearing on behalf of the plaintiffs submits that since the suit is getting disposed of in light of the settlement, the court fees affixed by the plaintiffs may be ordered to be refunded.

7. It is noted that the Government of NCT of Delhi has issued a notification published in the Delhi Gazette dated 06.03.2026 *vide* notification no. F. 14 (105)/LA-2026/ jtsecylaw /359-368 titled ***“The Court Fees (Delhi Amendment) Act, 2026”***, whereby Section 16 of the Court Fees Act, 1870, as applicable to the National Capital Territory of Delhi, has been substituted and Section 16A has been omitted. The substituted Section 16 reads as under:

“Section 16 – Refund of Fee:- Where the parties to a suit or appeal, at any stage of such suit or appeal, settle their dispute amicably, with or without the intervention of the Court and with or without invoking any of the modes of settlement of dispute, referred to in section 89 of the Code of Civil Procedure, 1908 (5 of 1908) and the said suit including Counter-claim, if any, or appeal is disposed of as settled/compromised by the court, the plaintiff/Counter-claimant shall be entitled to a certificate from the Court authorizing him to receive back from the collector/competent officer, the full amount of fee, paid in respect of such plaint/counter claim.”

8. As per Gazette notification dated 06.03.2026, the newly substituted Section 16 has come into force w.e.f. 06.03.2026. Reading of newly substituted Section 16 stipulates that where parties to a suit settle their dispute amicably at any stage of the proceedings and the suit is disposed of as settled/compromised by the Court, the plaintiff shall be entitled to a certificate from the Court authorizing him to receive back from the Collector/competent officer the full amount of court fee paid in respect of



the plaint.

9. Having regard to the fact that the parties have arrived at a settlement, this Court is of the view that the plaintiffs are entitled to refund of the full court fees affixed on the plaint.

10. Accordingly, Registry of this Court is directed to issue a certificate to the plaintiffs for refund of full court fees.

VIKAS MAHAJAN, J

MARCH 12, 2026/aj