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% 07.10.2009

Present : Mr Pravin Anand & Mr Shantanu Sahay, Advocates for the
plaintiffs.
Mr Jaideep Sethi & Mr Anurag, Advocates for the
defendants.

+ IA No. 12873/2009 in CS (OS) No. 1768/2009

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This is a joint application under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (in short 'CPC'). By this application, the parties to the suit have arrived at a settlement of their inter se disputes. The terms of settlement are contained in the said application.

I have examined the terms of the settlement; in my view, the same are lawful.

In terms of the settlement, in particular, Paragraphs 3, 4 and 5 the defendants have undertaken to fulfill the obligations provided therein. The said undertaking given by the defendants is accepted and taken on record.

Furthermore, in terms of the undertaking contained in Paragraph 4, the defendants was required to pay a sum of Rs 10 lacs to the plaintiffs through their counsel M/s Anand & Anand, New Delhi. The said amount has been paid to the representative of M/s Anand & Anand, Mr Pravin Anand in Court by way of a bankers cheque in the

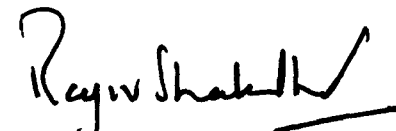
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sum of Rs 10 lacs. The payment has been duly acknowledged by Mr Pravin Anand.

Given the facts and circumstances that the parties have arrived at a settlement, I deem it fit to dispose of the suit in terms of prayers made in Paragraphs 51(a) and (e) of the plaint as agreed to by both the parties. A decree be drawn in terms of the compromise contained in the application, which shall form part of the decree.

Both the application and the suit are accordingly disposed of.


RAJIV SHAKDHER, J

OCTOBER 07, 2009
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