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

+ **CS(OS) 622/2012**

PROEL S.P.A Plaintiff

Through: Mr. Preet Pal Singh, Adv.

Versus

PINE CREEK TECH INC Defendant

Through: Mr. Jitender Yadav, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **13.04.2018**

IA No.4966/2018 (of the plaintiff for revival of the suit)

1. The suit was decreed in terms of the Settlement Agreement arrived at before the Mediation Cell of this Court and the plaintiff has already taken refund of court fees.
2. Now, the plaintiff seeks revival of the suit.
3. Attention is drawn to Clause 6(e) of the Settlement Agreement dated 12th February, 2015 *inter alia* providing that upon default by the defendant to pay the agreed amount, the plaintiff will be at liberty to pursue with the suit and the other remedies available to him in law, including petition for Contempt of Courts Act, 1970 and the monies received under the Settlement Agreement shall stand forfeited by the plaintiff and the receipt of the money will have no bearing on the merits of the case.
4. This Court having already decreed the suit in terms of the Settlement Agreement, a money decree is deemed to have come into force in favour of the plaintiff and against the defendant for the agreed amounts. I have thus

enquired from the counsel for the plaintiff, why the plaintiff is not executing the decree. The option of proceeding under the Contempt of Court Act for breach of undertaking furnished by the defendant, is also available.

5. At this stage, the counsel for the defendant appears and states that the requisite payments shall be made within one week.

6. The counsel for the plaintiff withdraws the application with liberty to, if the defendant does not make the payment as assured today, proceed against the defendant for contempt of Court or for execution of the decree.

7. Dismissed as withdrawn with liberty aforesaid.

RAJIV SAHAI ENDLAW, J

APRIL 13, 2018

‘gsr’..