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

+ CS(OS) 297/2007 & IA No.3905/2011

M/S BHUSHAN STEEL & STRIPS LTD. Plaintiff
Through : Ms. Ranjana Roy Gawai, Advocate

versus

M/S SEVERSTAL EXPORT GMBH & ANR. Defendants
Through : Mr. Deo Prakash Sharma, Advocate
for D-1.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **08.12.2015**

I.A.No.25141/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court negotiated settlement, which has been reduced into writing in the form of a Settlement Agreement dated 20.7.2015 which is enclosed with the application and marked as Annexure-A.

2. Counsels for the parties state that in terms of the settlement arrived at between the parties not only in respect of the dispute raised in the present case, but also in some other connected cases, the defendant No.1 (the contesting defendant) has agreed to pay a sum of AUD 1,303,508 to the plaintiff without set-off or other deduction, in

full and final settlement. It is confirmed by learned counsels that the aforesaid amount has already been transferred by the defendant No.1 into the account of the plaintiff.

3. Counsel for the plaintiff states that in view of the payment received from the defendant No.1, the plaintiff is not left with any claim against the defendant No.2 and does not wish to pursue the suit against the said defendant.

4. Counsels for the parties jointly state that in view of the settlement arrived at between the parties, nothing further survives for adjudication in the present suit, which may be disposed of.

5. The Court has pursued the present application. The same has been signed by the Vice President of the plaintiff company and the authorized representative of the defendant No.1/company as also by their respective counsels. The application is supported by the affidavits of the signatories to the application. A perusal of the Settlement Agreement dated 20.7.2015 (Annexure-A) reveals that the same has been signed by the authorized representatives of the plaintiff and the defendant No.1.

6. As counsels for the plaintiff and the defendant No.1 jointly state that their clients have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from

any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

7. The suit is disposed of, along with the pending application, in terms of the settlement arrived at and recorded in the application as also in terms of the Settlement Agreement dated 20.7.2015, while leaving the parties to bear their own costs.

8. File be consigned to the record room.

DECEMBER 08, 2015

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HIMA KOHLI, J