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

+ CS(OS) 887/2013 & IA No.7863/2013

THE FOUNDRY VISIONMONGERS LTD Plaintiff
Through : Ms. Kruttika Vijay, Advocate

versus

GITANJALI SEHGAL & ANR Defendants
Through : Ms. Megha Gurnani, Advocate
for D-2/ Century Communication Limited.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **01.07.2015**

I.A. No.12864/2015 (joint application u/O XXIII R 3 CPC)

1. At the outset, counsel for the defendant No.2 states that the plaintiff has wrongly described the defendant No.2 in the memo of parties as "Pixion Studios". She states that Pixion Studios is only the brand name of Century Communication Limited and the defendant No.1, who has been described in the memo of parties as the CEO of the defendant No.2, was not holding any such position and was an employee of Century Communication Limited and that she had resigned from the company a few months ago.

2. Counsel for the plaintiff states that in view of the submission made by learned counsel for the Century Communication Limited, she may be permitted to give up the relief against the defendant No.1 and file an amended memo of parties by correctly describing the defendant

No.2 as "Century Communication Limited".

3. Needful shall be done within two days, with an advance copy to the other side.

4. The present joint compromise application has been filed by the plaintiff and the defendant/Century Communication Limited stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court negotiated settlement, whereunder the defendant/Century Communication Limited has given a series of undertakings to the plaintiff, as detailed in para 1 to 6 of the application and in consideration of the said undertakings, the plaintiff has agreed to forego its claim for damages, delivery up and rendition of accounts of profits, as prayed for in paragraph 53 (ii) & (iii) of the plaint.

5. Though the prayer made in the present application is that a decree be passed in favour of the plaintiff in terms of para 53 (i) & (iv) of the plaint, counsel for the plaintiff fairly states that in view of the settlement arrived at between the parties, the plaintiff gives up the relief of costs of proceedings prayed for in para 53(iv) and states that a decree may be passed in terms of the settlement arrived at between the parties, as recorded in the present application and in terms of para 53(i) of the prayer clause in the plaint.

6. The Court has perused the present application. The same has been signed by the constituted attorney of the plaintiff and its counsel as also by the Director of Century Communication Limited and its counsel. The application is supported by the affidavits of the signatories to the application. Enclosed with the application is a certified copy of the extract of the Resolution passed at the meeting of the Board of Directors of the defendant held on 25.6.2015, authorizing the signatory to swear the affidavit filed in support of the present application.

7. As the counsels for the parties jointly state that they 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.

8. The suit is decreed in accordance with the terms and conditions recorded in the present application, while leaving the parties to bear their own costs.

9. The suit is disposed of, along with the pending application.

10. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement prior to the stage of admission/denial of documents, the plaintiff is

entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

11. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of 50% of the court fees, as per law.

12. File be consigned to the record room.

JULY 01, 2015

sk/rkb

HIMA KOHLI, J