

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

+ CS(OS) 973/2013 & IA No.8494 & 8495/2013

Decided on 27.03.2015

IN THE MATTER OF :

M/S ANTEX PHARMA PVT. LTD. Plaintiff

Through: Mr.Sumit Rajput, Advocate

versus

SKYMAP PHARMACEUTICALS & ORS. Defendants

Through: Mr. Kapil Kher and Mr.Ankur Gosain,
Advocates for D-1 & 3

Mr.Gaurav Kapoor, Advocate with Mr.Vinod
Dhingra, Proprietor of D-2 in person

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HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

IA No.6551/2015(u/O XXIII R 3 CPC)

1. The present joint compromise application has been filed by the parties stating *inter alia* that they have arrived at an out of court amicable resolution to the disputes raised in the present suit. The terms and conditions of the settlement are recorded in para 2 of the application.

2. Learned counsels for the parties state though the defendant No.3 is not a signatory to the present application, learned counsel for the defendants No.1 & 3 has signed the application on behalf of his

clients and he is authorized to make a statement on behalf of defendant No.3 and the said defendant shall also remain bound by the settlement recorded in the present application.

3. Learned counsel for the defendants No.1 & 3 states that the defendant No.3 does not have any objection to the present application being allowed and shall file an affidavit, if so directed, to confirm the terms of settlement if granted two weeks' time for the said purpose.

4. Learned counsel for the plaintiff states that the plaintiff does not have any objection to the aforesaid suggestion.

5. The application has not been signed by the defendant No.2. However, Mr.Vinod Dhingra, Proprietor of the defendant No.2 is present and is represented through counsel who states that his client shall remain bound by the terms and conditions of the settlement recorded in the present application and his client does not have any objection to the present application being allowed.

6. Learned counsels for the parties jointly state that the present application may be taken on record and the parties be bound to the conditions recorded therein and the suit may be decreed in terms of prayer (a) and (b) of the plaint.

7. The Court has perused the present application. The same has been signed by the Director of the plaintiff and its counsel as also by

the Director of the defendant No.1 and the counsel for the defendants No.1 & 3. The application is supported by the affidavits of the signatories to the application.

8. As the counsels for the parties state that the parties 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 same. The application is allowed. All the parties, whether signatories or otherwise shall remain bound by the settlement.

9. The suit is decreed in terms of the prayer clauses (a) & (b) as also in terms of the conditions recorded in the present application, as set out in para 2, while leaving the parties to bear their own expenses.

10. The defendant No.3 shall file an affidavit within two weeks confirming inter alia that he shall abide by the terms and conditions of the settlement recorded in the present application with a copy to the other side.

11. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out court settlement, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

12. 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.
13. File be consigned to the record room.

MARCH 27, 2015
mk

(HIMA KOHLI)
JUDGE