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

+ CS(OS) 1820/2012

MONSANTO TECHNOLOGY LLC & ANR Plaintiffs
Through: Ms. Nancy Roy, Advocate

versus

S.K. JINDAL & ORS Defendants
Through: Mr. Kunal Madan, Advocate with
Mr. Milan Malhotra, Advocate alongwith
Mr. Mahipal, AR of the defendant No.2 and 3.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 23.04.2015

1. On the last date of hearing, counsels for the parties had sought two weeks' time to file a compromise application. The said application has not been filed. However, counsels for the parties jointly state that the defendant No.1 has already expired and the defendants No.2 and 3 are willing to suffer a decree in terms of prayer clauses 39(i), (ii) and (iii) of the plaint.

2. Learned counsel for the defendants No.2 & 3 states on instructions from Mr. Mahipal, authorised representative of the defendants No.2 and 3 that they do not have any objection if the suit is decreed in terms of prayer clauses 39(i), (ii) and (iii).

3. Counsel for the parties further state that the defendants No.2 and 3 have agreed to pay litigation costs of ₹50,000/- to the plaintiff. A cheque for the said amount is handed over to the counsel for the plaintiffs with an assurance that the same shall be duly encashed.

4. In view of the aforesaid submission, the present suit is decreed in terms of prayer clauses 39(i), (ii) and (iii). Counsel for the plaintiff gives up the reliefs in prayer clauses 39 (iv), (v) and (vi).

5. No further orders are required to be passed in the present suit, which is accordingly disposed of while leaving the parties to bear their own costs.

HIMA KOHLI, J

APRIL 23, 2015

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