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

+ CS(OS) 2059/2013 and I.A. 17133/2013, 9908/2014

EYEON SOFTWARE INC Plaintiff

Through: Mr. Amod Singh, Advocate

versus

K ANBURAJA & ANR Defendants

Through: Ms. Jhuma Bose, Advocate for D-1
and D-2.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **27.02.2015**

1. At the outset, counsel for the plaintiff states that he may be permitted to delete the name of the defendant No.1 from the array of the parties, to which the other side does not have any objection.
2. Accordingly, the name of defendant No.1 is deleted from the array of the parties. The plaintiff shall file an amended memo of parties within two days.
3. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, they have arrived at a settlement as recorded in the Settlement Agreement dated 19.02.2015. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder

the defendant No.2 has given certain undertakings to the plaintiff. Further, the defendant No.2 has agreed to pay a sum of ₹3,50,000/- to the plaintiff in full and final settlement of all its claims against the defendant. Counsels for the parties confirm that the defendant No.2 has paid the aforesaid amount to the plaintiff. Counsel for the plaintiff states that in view of the settlement arrived at between the parties, the plaintiff gives up the reliefs of rendition of accounts, damages, costs. etc.

4. Counsels for the parties jointly state that the Settlement Agreement dated 19.02.2015 be taken on record and the suit be decreed in terms of prayer clause 29(i) of the plaint.

5. The Court has perused the Settlement Agreement. The same has been signed by the plaintiff and the Managing Director of the defendant No.2/company as also their respective counsels and the learned Mediator. Enclosed with the Settlement Agreement is the Power of Attorney executed by the constituted attorney of the plaintiff in favour of the signatory to the Settlement Agreement. A certified copy of the Resolution passed by the Board of Directors of the defendant No.2/company in favour of the Managing Director of the said company has been filed with the Settlement Agreement.

6. As the counsels for the plaintiff and the defendant 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 Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions thereof.
7. The suit is decreed in terms of prayer clause 29(i) of the plaint and the terms and conditions of the Settlement Agreement, while leaving the parties to bear their own expenses.
8. The suit is disposed of alongwith the pending applications.

FEBRUARY 27, 2015
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HIMA KOHLI, J