

37

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 4022/2014 & IA No.26237/2014**

Decided on 03.03.2015

IN THE MATTER OF:

VSAAR FASHIONS PVT LTD Plaintiff
Through : Mr. Asheesh Jain, Advocate

versus

ISHA NATURAL BEAUTY PRODUCTS & WELLNESS PVT LTD Defendant
Through : Ms. Rupal Bhatia, Advocate

CORAM
HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

I.A. No.4243/2015 (u/O I R-10 CPC)

1. The present application has been filed by the plaintiff praying *inter alia* for permission to implead M/s. Kalpaveda Essential Ayurveda Pvt. Ltd., a sister concern of the defendant, as a co-defendant in the suit.

2. Counsel for the plaintiff states that during the pendency of the present proceedings, the parties have arrived at an out of court settlement and in terms thereof, it has been agreed between the plaintiff and the defendant that the defendant's sister concern, the proposed defendant No.2, shall also continue to remain in occupation of the suit premises and the mesne profits/damages in respect thereof

for the period during which the defendants shall remain in occupation, as recorded in IA No.4241/2015, shall be paid by the proposed defendant.

3. Notice. Counsel for the non-applicant/defendant No.1 and the proposed defendant No.2 accepts notice and states that in view of the fact that the parties have arrived at an out of court settlement and it is only in terms of the said settlement that the present application for impleadment of the proposed defendant No.2 has been filed, she does not have any objection to the prayer made therein being allowed.

4. Accordingly, for the reasons stated in the application, the same is allowed and M/s. Kalpaveda Essential Ayurveda Pvt. Ltd. is permitted to be impleaded as defendant No.2 in the present proceedings. The amended memo of parties enclosed with the application is taken on record. The same shall be placed in part-I file.

5. The application is disposed of.

I.A. No.4241/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the plaintiff and the defendants stating *inter alia* that during the pendency of the suit, they have arrived at an out of court settlement. The terms and conditions of the settlement are set out in para 3 of the application and both the parties state that they shall remain bound by

the same. In the eventuality of the defendants failing to honour the obligations undertaken by them in the application, the consequences thereof have been spelt out in para 5 of the application.

2. Counsels for the parties state that the suit may be disposed of in view of the settlement arrived at between the parties.

3. The Court has pursued the present application. The same has been signed by the authorized representatives of the plaintiff and the defendants No.1 & 2 and by their respective counsels. The application is supported by the affidavits of the authorized representatives and the resolutions of the Board of Directors of the respective parties authorizing the deponents of the affidavits to sign the application.

4. As counsels for the plaintiff and the defendants 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.

5. The application is allowed and the suit is disposed of, along with the pending application, in terms of the settlement arrived at between the parties, as recorded in the application, while leaving them to bear their own costs.

6. The date already fixed in the suit, i.e., 9.3.2015 stands cancelled.

IA No.4242/2015 (by the plaintiff u/Sec.16A of the Court Fees Act)

1. The present application has been filed by the plaintiff praying *inter alia* for refund of the court fees in terms of Section 16A of the Court Fees Act, 1870)

2. Counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement when the suit is still at the stage of completion of pleadings, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

3. 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.

4. The application is disposed of.

5. File be consigned to the record room.

MARCH 03, 2015
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(HIMA KOHLI)
JUDGE