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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 2896/2015

MR. GURDEV SINGH DHINDSA & ANR Plaintiffs
Through : Ms. Diya Kapur, Advocate

versus

M/S CARBON POD INDIA LIMITED & ORS Defendants
Through : Defendant No.2 in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
17.12.2015

I.A.No.25343/2015 (joint application u/O XXIII R 3 CPC)

1. Pursuant to the order dated 11.12.2015, the defendant No.2, who appears in person, hands over a true copy of the Resolution passed by the Board of Directors of the defendant No.1 on 14.12.2015 at Kolkata, authorizing him to pursue the present suit, including compromising the same with the plaintiffs. Further, he hands over an affidavit executed by him as the Director of the defendant No.1/company, in his personal capacity as also as the power of attorney holder of the defendant No.3 (wife of the defendant No.2), in accordance with the terms and conditions recorded in the compromise application. The said documents are taken on record.

2. The present compromise application has been filed by the plaintiffs and the defendants stating *inter alia* that during the pendency of the suit, they have arrived at an out of court settlement.

3. The details of the terms and conditions of settlement have been set out in para 2 of the application. The defendant No.2 confirms that he has cleared the arrears of rent, the outstanding electricity, water and security guard charges, payable till December, 2015. The defendant No.2 clarifies that he has paid a draft towards the security amount to the plaintiffs in lieu of the stale cheques issued earlier.

4. The defendants have undertaken to regularly pay the rent in respect of the suit premises to the plaintiffs, as specified in the Lease Deed dated 11.4.2012 on or before the seventh day of each calendar month and hand over the vacant peaceful possession of the suit premises to the plaintiffs on or before 31.3.2016. The parties have further agreed that if the lease deed is mutually extended in writing for a period of one year, then the defendants shall handover the vacant peaceful possession of the suit premises to the plaintiffs on the agreed date and in the duration of the extended lease, they shall not make any default in paying the agreed rent.

5. The Court has perused the present application. The same has been signed by the plaintiffs and the defendant No.2 as the Director of the defendant No.1, for self and as the power of attorney holder of the defendant No.3. A copy of the said power of attorney is enclosed with the present application. The application is supported by the affidavits of the signatories to the application.

6. As learned counsel for the plaintiffs and the defendant No.2 jointly 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

7. The suit is decreed in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.

8. At this stage, learned counsel for the plaintiffs states that as the parties have arrived at a negotiated settlement before issues could be framed in the suit, the plaintiffs may be permitted refund of the court fees under Section 16A of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the

plaintiffs, the Registry is directed to issue a certificate in favour of the plaintiff for refund of 50% of the court fees, as per law.

10. The dates already fixed in the case, i.e., 23.12.2015 and 16.2.2016 stand cancelled.

File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 17, 2015

sk/ap