

\$~73

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

CO.PET. 221/2013

BENGAL MARINE & OFFSHORE SERVICES Petitioner

Through: Mr.Amitava Poddar, Ms.Ananya
Poddar and Ms.Neetika Chaturvedi,
Advocates.

Versus

M/S PIONEER APPLICATORS PVT LTD. Respondent

Through: Mr.Ashish Mohan and Mr.Chetan Rai
Wahi, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

ORDER

%

25.07.2016

CA No.547/2015

This application has been moved by the petitioner seeking revival of the petition, which came to be disposed off on terms concluded between the parties on 21.01.2014, *inter alia*, on the ground that the respondent has violated the terms and has breached the undertaking given to this Court on that day.

For the reasons stated, the application is allowed. The petition is restored to its original number and status.

The application stands disposed off.

CO.PET. 221/2013 & CA Nos.1500-01/2015

On 21.01.2014, parties had settled the matter on terms and the petition came to be disposed off with permission to the respondent to seek revival of

the same, in case of any violation. However, since the terms of the settlement concluded on 21.01.2014 are violated by the respondent, the petitioner was obliged to move CA No.547/2015 seeking revival of the instant petition.

In response, whilst the said application was pending, the matter has been taken up repeatedly by this Court on the assurances of the respondent that they are serious about settling the matter.

Today, by way of a separate order passed in CA No.547/2015, the petition has been formally revived.

It has also been noted that on 21.07.2016 itself, the outstanding issues between the parties were once again resolved on terms which envisage the payments of the agreed amount in full and final settlement of all the petitioner's claims. That order, by which the matter was also posted for today, reads as follows:-

“ Counsel for the respondent has today handed over three cheques, the details whereof are as follows:

Cheque No.	Cheque date	Drawn on	Amount (in Rs.)
107725	21.07.2016	State Bank of India	2,50,000/-
643330	31.07.2016	State Bank of India	2,50,000/-
107723	16.08.2016	State Bank of India	4,86,500/-

He states that in addition to this, his client shall also pay a further sum of Rs. 1 Lac by way of compensation for delayed payment and having violated the terms recorded by this Court on 24.01.2014, in Court on 25.07.2016.

Counsel for the petitioner has accepted the aforesaid cheques on these terms subject, of course, to their due encashment.

At the same time, counsel for the respondent further undertakes to this Court on behalf of his client that all said cheques shall be duly honoured on presentation during the period of their validity and that his client shall ensure the availability of sufficient funds in his Bank account.

This undertaking is accepted by this Court and the respondent shall remain bound by the same.

List on 25th July, 2016.

In case the said payment of Rs. 1 Lac is not forthcoming on 25.07.2016, the Managing Director of the company shall remain present in person in Court on the next date of hearing.”

Today, counsel for the respondent has handed over a demand draft bearing No.687112 dated 22.07.2016 for Rs.1,00,000/- drawn on State Bank of India, Rohini, Delhi, as undertaken by him before this Court on 21.07.2016, to counsel for the petitioner.

Under the circumstances, counsel for the petitioner states that he does not wish to press this matter any further and he be permitted to withdraw this petition whilst reserving his right to institute any fresh proceedings in case of any violation of any of the terms now agreed between the parties on 21.07.2016. He is permitted to do so.

Consequently and as prayed, the petition is disposed off. All interim applications also stand disposed off.

SUDERSHAN KUMAR MISRA, J.

JULY 25, 2016

sb