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

+ **CS(OS) 1924/2011 & IA No.12486/2011**

M/S IACT GLOBAL & ORS Plaintiffs

Through: Mr Wills Mathews and Mr Ashish
Kumar Sinha, Advocates.

versus

YUG GUPTA & ORS Defendants

Through: Mr Prashant Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **03.08.2016**

The learned counsel for the parties state that the disputes have been settled pursuant to a Settlement Agreement entered on 25.05.2016 before the Delhi High Court Mediation and Conciliation Centre. The parties have agreed that the suit be decreed in terms of the Settlement.

The relevant clauses of the Settlement Agreement are as under:-

- “a) It is agreed between the parties that the Second Party has already ceased doing any or all businesses which were similar in nature to that of the First Party and it is further agreed between the parties that the Second Party in future shall not engage himself/themselves in the business which may be of similar nature as that of the First Party.
- b) It is further agreed between the parties that the Second Party shall not operate or develop any website which is similar to the website of the First Party. The Second Party has already closed down the website www.actcindia.in and further agreed not to reopen or restart the said website.

- c) It is further agreed between the parties that the Second Party shall pay to the First Party a sum of Rs.10,000/- as token money towards legal expenses which the First Party may have incurred in the present proceedings.
- d) It is further agreed between the parties that the Second Party, as on date, is working as a freelancer engaged in the business of providing services to various companies on individual basis and the First Party shall have no objection henceforth if the Second Party continues in doing the said business in the same manner.
- e) That since M/s Edumosaic International a partnership firm has been dissolved vide Dissolution Deed dated 28.03.2012, the parties agree that the First Party shall file an appropriate application before the Hon'ble Court for deletion of the name of M/s Edumosaic International from the array of parties.”

The settlement arrived at between the parties is lawful. The plaintiff no.3 and defendant no.1 are present.

Accordingly, the suit is decreed in terms of the Settlement Agreement.

The decree sheet be drawn.

The Registry is further directed to issue a certificate for refund of the Court Fees.

VIBHU BAKHRU, J

AUGUST 03, 2016
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