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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) No.321/2016 & IA No.4409/2016 (under Order XXXIX Rules 1&2 CPC).

LASER SHAVING INDIA PVT LTD Plaintiff
Through: Mr. Amarjit Singh, Ms. Arushi Singh
and Ms. Richita Biswas, Advs.

versus

RAL CONSUMER PRODUCTS LTD Defendant
Through: Ms. Anju Agrawal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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19.10.2016

IA No.12873/2016 (under Order 1 Rule 10 CPC for impleadment of Mr. R.P. Khaitan sole proprietor of M/s. R.P. Electronics).

1. This application has been filed as part of the settlement arrived at by the plaintiff with the defendant as well as the proposed defendant.
2. The counsel appearing for the existing defendant states that she is also appearing for the proposed defendant Mr. R.P. Khaitan and accepts notice and has no objection.
3. The application is allowed and Mr. R.P. Khaitan is impleaded as defendant no.2 to the suit.
4. The application is disposed of.

CS(COMM) No.321/2016, IA No.4409/2016 (under Order XXXIX Rules 1&2 CPC) and IA No.12874/2016 (of the parties under Order XXIII Rule 3 CPC).

5. Amended memo of parties is taken on record.
6. The plaintiff and the defendants have compromised all their disputes and differences subject matter of the suit on the terms contained in the application under XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC)

and the agreement arrived at between the parties is found to be lawful.

7. The counsel for the parties state that the application is signed by the parties/their authorised representatives and supported by their affidavits.

8. The application is allowed.

9. The suit is decreed in terms of compromise as contained in IA No.12874/2016 which shall form part of the decree sheet, leaving the parties to bear their own costs.

10. The undertakings of the defendants and the authorised representative Shri Chetan Kumar Jain of the defendant no.1 as contained in the application are also accepted and the defendants and the said Shri Chetan Kumar Jain are ordered to be bound thereby and are through counsel informed of the consequences of breach of undertaking given to the court.

11. Decree sheet be drawn up.

12. The date of 9th November, 2016 stands cancelled.

RAJIV SAHAI ENDLAW, J

OCTOBER 19, 2016

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