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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 2229/2011**
SUBHASH DIWAN & ORS

..... Plaintiff

Through: Mr. Rakesh Kumar, Adv. for P-1 to 3
with plaintiffs in person

versus

ASHOK DIWAN & ANR

..... Defendant

Through: Mr. Piyush Pahuja, Adv. with
defendants 1 & 2 in person

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **13.05.2016**

IA 5981/2016 (under Order XXIII Rule 3 read with Section 151 CPC)

1. This is a joint application filed by the parties under Order XXIII Rule 3 read with Section 151 CPC with the following prayers:-

“(i) Disposed of the present suit in terms of the settlement between the parties with liberty to the Plaintiffs to revive the present suit in case the Defendants back out from their commitment of purchasing the shares of the Plaintiffs on or before 29th May, 2016;

(ii) Any other order as this Hon'ble Court may deem fit and proper may also be passed in favour of the plaintiffs.”

2. The application has been signed by the plaintiffs, defendant No.1 and their counsel. But I note, the affidavits have been filed by the plaintiffs and both the defendants. It is averred in para 6 of the application as under:-

“That since the parties have mutually agreed to resolve their disputes and differences in the present suit as well as CS(OS) No.791/2011 and the Defendants have agreed to purchase the share of the Plaintiffs on agreed sale consideration on or before 29th May, 2016, no purpose would be served by keeping the present suit pending.”

Learned counsel for the parties states, that the plaintiffs be allowed to withdraw the suit and in the eventuality the defendants back out from purchasing the shares of the plaintiffs on or before 29th May, 2016, liberty be granted to the plaintiffs to revive the suit. Accordingly, the application is allowed. The suit is dismissed as withdrawn, with liberty as prayed for.

4. The date of 29th July, 2016 stands cancelled.

IA 8996/2015

Dismissed as infructuous.

V. KAMESWAR RAO, J

MAY 13, 2016/ak