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

+ **CO.PET. 524/2015**

TRADES INDIA INTERNATIONAL

..... Petitioner

Through: Mr Rohit Dutta, Adv. with Mr Sanjiv
Kumar Bagri, A.R. of petitioner.

versus

**DIGILIFE DISTRIBUTION AND MARKETING
SERVICES LTD.**

..... Respondent

Through: Mr Arvind Gaur, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **28.03.2016**

CA 1158/2016

1. This is a joint application filed by the parties before me. The application bears the signatures of the authorized representatives of the parties herein. The application is also accompanied by duly sworn affidavits of the authorized representatives of the parties herein.

2. In terms of the settlement agreement dated 01.02.2016, a copy of which is filed with the captioned application, the respondent is required to pay a lump sum amount equivalent to Rs. 9,56,769/- in full and final settlement of the dues claimed by the petitioner. The said amount is to be paid by the respondent vide a demand draft bearing no. 504160, dated 11.02.2016, drawn on ICICI Bank.

3. However, quite, incongruously, if I may say so, the applicants seek a judgement and decree in terms of the settlement agreement dated 01.02.2016. The prayer made in the application reads as follows: “*..Pass a judgment and a decree in terms of Settlement Agreement dated 01.02.2016...*”.

3.1 On the other hand, clause 6(v) of the settlement agreement dated 01.02.2016, requires the petitioner to unconditionally withdraw any and all matters filed before the courts, including the present company petition.

4. Having been apprised of incongruity, learned counsels for the applicants say that he would not press the prayer made in the captioned application but would instead seek leave of this court to withdraw the accompanying company petition, having regard to the fact that the aforementioned demand draft has been handed over to him, in court, in the presence of Mr Sanjiv Kumar Bagri, authorized representative of the petitioner. Counsel for the respondent joins counsel for the petitioner in respect of the prayer made in this behalf.

5. The application is, accordingly, disposed of giving liberty to the petitioner to withdraw the petition. Consequently, the company petition is dismissed as withdrawn.

CP 524/2015 & CA 2138/2015

6. Having regard to the fact that a settlement has been arrived at between the parties, to which a reference has been made above, the captioned petition is dismissed as withdrawn. Resultantly, the accompanying application has been rendered infructuous.

RAJIV SHAKDHER, J

MARCH 28, 2016

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