

\$~14 & 15.

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

+ **CS(OS) 2279/2015 and I.A. No.15519/2015**

M/S KSB AKTIENGSELLSCHAFT & ANR Plaintiffs
Through: Mr. N.K. Bhardwaj, Advocate.

versus

M/S KSBT PUMPS PRIVATE LIMITED (OPC) Defendant
Through: Mr. M.L. Khan, Advocate.

+ **CS(OS) 2280/2015 and I.A. No. 15521/2015**

M/S KSB AKTIENGSELLSCHAFT & ANR Plaintiffs
Through: Mr. N.K. Bhardwaj, Advocate.

versus

M/S KSBT TRADING PRIVATE LIMITED Defendant
Through: Mr. M.L. Khan, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER

%

16.03.2016

I.A. Nos.3525/2016 and 3526/2016

These applications under Order XXIII Rule 3 CPC have been filed jointly by the parties to record their settlement. The applications have been signed by the representatives of the parties, their respective counsel and are supported by the affidavit of Sh. Vijay Prabhakar, Senior Manager and Authorised Representative of the plaintiffs and Sh. Inder Dev, a Director of the defendant company. The terms of the settlement appear to be fair, just &

6
reasonable and there is no impediment in accepting the same.

Accordingly, both the suits are decreed in terms of clause (i), (ii), (iii) & (vi) of paragraph 29 of the respective plaints. The plaintiffs give up all other reliefs prayed in the two suits. The parties shall remain bound by the said settlement.

Since the settlement has been arrived at prior to commencement of trial, the plaintiffs shall be entitled to refund of 50% of the Court Fees in each of the matter.



VIPIN SANGHI, J

MARCH 16, 2016

B.S. Rohella