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

+ RFA 16/2016 & CM 900/2016

FRANCHISE INDIA HOLDINGS LTD (THR DIRECTORS) & ORS

..... Appellants

Through : Dr. Sarabjit Sharma, Advocate

versus

M/S BALAJI AD-PRINTS

..... Respondent

Through : Mr. S.K. Grover with
Ms. Akshima Sharma, Advocates

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

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07.12.2016

CM 45474/2016 (joint application u/O XXIV R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement which has been reduced in writing and recorded in the Compromise Deed dated 27.11.2016, whereunder the appellants have agreed to pay a sum of Rs.14.00 lacs to the respondent in full and final settlement of all its claims, subject matter of the impugned judgment and decree. It has further been agreed by the parties that the said amount shall be paid in two instalments.

2. Counsel for the appellants states that the first instalment of Rs.7.00 lacs has already been paid to the respondent and the second and final instalment of Rs.7.00 lacs shall be paid within one month from the date of execution of the Compromise Deed, i.e., on or before 26.12.2016.

3. In view of the settlement arrived at between the parties and recorded in the Compromise Deed, the respondent has agreed to withdraw the execution petition filed by it in the trial court.
4. The Court has pursued the present application. The same has been signed by the authorized representatives of the appellants and the respondent, apart from their respective counsels. The application is supported by the affidavits of the signatories to the application. Enclosed with the application is the original Compromise Deed dated 27.11.2016 executed between the parties as also copies of two drafts of Rs.3.50 lacs each drawn in favour of the respondent.
5. As counsels for the appellants and the respondent jointly state that their clients have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.
6. The appeal is disposed of, along with the pending application, in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.
7. Trial court record be released and the file be consigned to the record room.

HIMA KOHLI, J

DECEMBER 07, 2016

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