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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 71/2017 & IA.No.2096/2017 (u/O XXXIX R-1&2 CPC)**
ENGINEERING PROJECTS (INDIA) LTD & ANR Plaintiffs
Through: Mr. Tanmaya Mehta, Adv.
Versus

MR SHA BADSHAH Defendant
Through: Mr. Thomas Joseph, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.05.2017

1. The counsel for the plaintiffs states that without admitting the contents of the written statement of the defendant, he has written instruction from the plaintiff No.1 to withdraw the suit and the plaintiff No.2 also has telephonically informed him that the plaintiff No.2 does not want to press the suit.
2. A copy of the email is handed over in the Court and is taken on record.
3. The counsel for the defendant states that court fees incurred in the suit should be ordered to be recovered by the plaintiff No.1 from the plaintiff No.2.
4. The suit is dismissed as withdrawn and as not pressed, leaving the parties to bear their own costs.
5. Out of the court fees paid of Rs.2,05,000/-, a certificate entitling the plaintiff no.1 to get refund of Rs.1,50,000/- be issued in favour of the plaintiff no.1 and be handed over to the counsel for the plaintiffs.

RAJIV SAHAI ENDLAW, J.

MAY 17, 2017

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