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

+ **CS(OS) 162/2008**

M/S KUNSTOCOM(INDIA) LTD. Plaintiff

Through: Mr. Tanmay Mehta, Mr. Ranjan
Chawla and Mr. Shyam Singh, Adv.

Versus

M/S IKEA TRADING(INDIA) LTD & ANR Defendants

Through: Mr. Atul Shanker Mathur and Ms.
Priya Singh, Advs. for D-1.

Mr. Jayant K. Sud and Mr. Umang
Singh, Advs. for D-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **02.01.2017**

IA No.16251/2016 (of parties u/O 23 R-3 CPC)

1. The parties in this suit for recovery of Rs.5,25,12,515.23 paise with interest have compromised to the effect that the defendant No.1 shall pay a sum of Rs.1,50,00,000/- to the plaintiff in instalments till 30th June, 2017 in full and final satisfaction of the suit claim against both the defendants.
2. I have enquired from the counsel for the parties, the consequence of the defendant No.1 not paying in the instalments agreed and of which no provision has been made.
3. The counsel for the plaintiff fairly states that the parties having agreed to the aforesaid, a decree has to be passed for the said amount of Rs.1,50,00,000/- only, with the plaintiff being entitled to recover this amount only even in the event of default by the defendant No.1.

4. The counsels otherwise state that the application is signed by the authorised representative of the plaintiff and the defendant No.1 and is supported by their affidavits and is also signed by their counsels.

5. The counsel for the plaintiff further states that the plaintiff withdraws the suit claim against the defendant No.2 M/s Greha Engineers & Chemicals Pvt. Ltd.

6. Subject to the aforesaid, the compromise arrived at is found to be lawful and is allowed.

7. The counsel for the defendant No.1 has in Court handed over a demand draft for Rs.50,00,000/- towards the first instalment which as per the application was payable by 23rd December, 2016 and which the counsel for the plaintiff has accepted in satisfaction of the first instalment. The counsel for the defendant No.1 assures that if there is any need for the name of the plaintiff in the said demand draft to be corrected, the counsel for the defendant No.1 will get the same done forthwith.

8. The application is allowed and disposed of.

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9. The suit is disposed of in terms of the compromise arrived at and as contained in IA No.16251/2016 and in terms of the aforesaid, leaving the parties to bear their own costs.

10. IA No.16251/2016 as well as this order to form part of the decree sheet.
Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JANUARY 02, 2017

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