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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 894/2008**
BANYAN TREE HOLDINGS LIMITED Plaintiff
Through: Mr. Bhagwati Prasad & Mr. Aditya
Gupta, Advs.
Versus
A. MURALI KRISHNA REDDY & ANR. Defendants
Through: None.
CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW
ORDER
% **17.04.2017**

IA No.4531/2017 (of the parties under Order XXIII Rule 3 CPC)

1. None appears for the defendants.
2. The counsel for the plaintiff however on enquiry states that Mr. Vikram Dhokalia, Advocate of M/s Dua & Associates, Advocates appears for the defendant and has no objection.
3. The counsel for the plaintiff on further enquiry, whether the application is signed on behalf of both the defendants, states that the defendant no.1 Mr. A. Murali Krishna Reddy has signed for himself and also signed on behalf of defendant no.2 M.A.K. Projects Ltd. He also states that the application has been signed on behalf of the plaintiff and is also accompanied with the affidavits of authorized representatives of the plaintiff and of the defendant no.1 and is also signed by both the counsels.
4. Having gone through the contents of the application, I find the compromise arrived at between the parties to be lawful.
5. The application is allowed and disposed of.

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6. A decree is passed in favour of the plaintiff and jointly and severally against the defendants viz. Mr. A. Murali Krishna Reddy and M.A.K. Projects Ltd. in terms of the compromise arrived at and as contained in the application being IA No.4531/2017 aforesaid and which shall form part of the decree sheet and leaving the parties to bear their own costs.

7. Decree sheet be prepared.

RAJIV SAHAI ENDLAW, J

APRIL 17, 2017

‘gsr’..