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

+ **CS(OS) 1382/2009 and CC No. 22/2010**

G D G EDUCATIONAL TRUST Plaintiff

Represented by: Mr. Alok Kumar,
Advocate.

versus

TLG INDIA PVT. LTD. F+ Defendant

Represented by: Sh. R. Sudhinder and Ms.
Akanksha, Advocates.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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25.08.2017

I.A. No. 9608/2017 (under Order XXIII Rule 3 CPC –by parties)

Application is disposed of taking the settlement on record and decreeing the suit in terms of the settlement.

CS(OS) 1382/2009 and C.C. No. 22/2010

1. Parties have settled the matter, vide settlement agreement dated 2nd May, 2017 arrived at before the Delhi High Court Mediation and Conciliation Centre on the following terms:

a) TLG India Private Limited has given an amount of ₹6,50,000/- (Rupees Six lakhs and fifty thousand only) vide demand draft No. 665825 dated 02.05.2017 drawn on BNP Paribas, Corporate & Investment Banking to GDG Educational Trust in full and final settlement of the claims between the parties. The said demand draft has been handed over by the second party to the first party at the time of signing of this settlement agreement and the first party has acknowledged the receipt of the same.

Copy of the said demand draft is annexed herewith as ANNEXURE –C.

- b) GDG Educational Trust undertakes to withdraw the above mentioned suit CS (OS) 1382 of 2009 filed by it against TLG India Private Limited before the Hon'ble Delhi High Court in view of the settlement arrived at between the parties.*
- c) TLG India undertakes to withdraw its counter claim for an amount of ₹ 56,86,695/- (Rupees Fifty Six lakhs eighty six thousand six hundred and ninety five only) in view of the settlement arrived between the parties.*
- d) GDG Educational Trust further undertakes that it will not file any legal proceedings against TLG India Private Limited in the future in view of the settlement between the parties.*
- e) TLG India Private Limited further apologizes to GDG Educational Trust for the inadvertent error that had crept into the advertisement published on the cover page of the daily newspaper "The Hindustan Times" on 26.02.2009 wherein the word "Facilities" was misspelt as "Facilitites" on the inner sleeve of the said advertisement despite due diligence on part of TLG India Private Limited.*

2. Application is duly supported by the affidavit of Mr. Rakesh Bajaj, Secretary and authorised representative of plaintiff, authorisation in whose favour in the form of copy of the resolution passed in the meeting of the trustees dated 20th July, 2009 has been placed on record at page 14 of the application.

3. Application is also supported by the affidavit of Shri Prince Khaneja, the Financial Controller of the defendant/ counter claimant, authorisation in whose favour has been placed on record in the form of Board Resolution dated 2nd September, 2009 at page 15 of the application.

4. Suit is thus decreed in terms of the settlement arrived at between the parties as noted above. Decree sheet will incorporate the terms of the settlement.

5. Counter claim is dismissed as withdrawn.

6. Court fee be returned to the plaintiff and the counter claimant under Section 16 of the Court Fee Act.

MUKTA GUPTA, J.

AUGUST 25, 2017

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