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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 847/2016 & IA No.13692/2015 (u/O IX R-7 CPC)
GOODWIL ENTERPRISES Plaintiff

Through: Mr. Manish Kumar, Adv.

Versus

PIONEER NUTS AND BOLTS PVT LTD Defendant

Through: Mr. D.K. Yadav, Adv.

AND

CS(COMM) 849/2016

PIONEER NUTS AND BOLTS PVT LTD Plaintiff

Through: Mr. D.K. Yadav, Adv.

Versus

GOODWILL ENTERPRISES Defendant

Through: Mr. Manish Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.03.2017

IA No.3409/2017 (under Order XXIII Rule 3 CPC) in CS(COMM) No.849/2016

1. The counsel for the sole plaintiff and the counsel for the sole defendant state that the suit be disposed of in terms of the compromise contained in the application; they also state that the application has been signed by the Director authorized by Board of Directors of the plaintiff and by the partner of the defendant authorized to sign the application and is also supported by their affidavits and is also signed by them as counsels.
2. I have perused the compromise arrived at between the parties and find the same to be lawful.
3. The application is allowed and disposed of.

CS(COMM) 849/2016 (earlier numbered as CS(OS) 121/2007)

4. A decree is passed in favour of the plaintiff Pioneer Nuts & Bolts Pvt. Ltd. and against the defendant Goodwill Enterprises in terms of prayer paragraph 32(a) (i) to (iii) of the plaint dated 19th January, 2007 and in terms of the compromise application aforesaid being IA No.3409/2017 which shall form part of the decree sheet, leaving the parties to bear their own costs.

5. Decree sheet be prepared.

CS(COMM) 847/2016 (earlier numbered as CS(OS) 328/2014)

6. The counsel for the plaintiff Goodwill Enterprises in accordance with the compromise aforesaid unconditionally withdraws the suit.

7. The suit is dismissed as withdrawn, leaving the parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

MARCH 17, 2017

‘gsr’..