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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 3974/2014, CCP(O)13/2015, IA Nos. 18204/2015,
8182/2017
CREATIVE WIDTH DESIGN SOLUTIONS

..... Plaintiff

Through : Ms.Anusuya Nigam, Advocate.

versus

PRINT ADDA & ORS

..... Defendants

Through : Mr.Manish Sharma Defendant in
person.

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **30.08.2017**

IA No. 9928/2017

This application is u/o 23 Rule 3 of the CPC. It is submitted by the learned counsel of the plaintiff that they entered into a settlement agreement in terms of what is noted in sub para (i) to (iv) of para 3, 4 and 5 of the application. The application is signed by the authorised signatory of the plaintiff and also by the proprietor of the defendant company, who is present. The defendants, their successors, heirs etc. shall all be bound by the terms of the settlement.

Since the settlement is on free will of the parties, without any coercion from any corner so is taken on record. In view of settlement enumerated in paras No.4 & 5 of the application u/o 23 Rule 3 of CPC the suit is decreed per prayer (a) and (b) of para 39 of plaint.

The decree sheet be accordingly prepared.

Since the matter is settled amicably by the parties prior to the recording of evidence, so under section 16 A of the Court Fees Act, half of the court fee be refunded. The pending applications also stands disposed of.

Ordered accordingly.

YOGESH KHANNA, J

AUGUST 30, 2017

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