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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ CS(OS) 1937/2015 & I.As. 13476/2015, 21782/2015, 8378/2016,
12888/2016

CAYMAN ISLANDS LTD	 Plaintiff
Through	Mr. Arvind Roy with Ms. Priti Suri and Mr Dhruv Suri, Advocates

versus

HGS (INDIA) LIMITED	 Defendant
Through	Mr. Puneet Singh Bindra with Mr. Aslam Ahmed, Advocates

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER

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02.08.2017**I.As. 8192/2017, 8193/2017, 8429/2017**

Present applications have been filed for impleadment of certain companies which are affiliates of the plaintiff and the defendant.

Learned counsel for the non-applicant has no objection to the present impleadment applications being allowed.

Consequently, with consent of parties, present applications are allowed.

Learned counsel for the applicants/plaintiffs has today handed over amended memo of parties. The same is taken on record.

I.A. 8367/2017

Present joint application has been filed under Order 23 Rule 3 read with Section 151 CPC. The same is duly signed by learned counsel for the plaintiffs and defendants as well as by the parties to the litigation.

Present application is also supported by affidavits of authorized representative of the plaintiffs and the defendants, including the newly impleaded parties.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the Settlement Agreement executed at Texas, USA on 9th May, 2017 and at New Delhi, India on 22nd May, 2017.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the Settlement terms mentioned in the aforesaid Settlement Agreement.

The aforesaid statements, assurances and undertakings as well as undertakings given by learned counsel for the parties are accepted by this Court and parties are held bound by the same.

This Court has also perused the compromise application and Settlement Agreement and is of the opinion that they are lawful.

Consequently, the suit is decreed in accordance with the Settlement Agreement executed at Texas, USA on 9th May, 2017 and at New Delhi, India on 22nd May, 2017, a copy of which is marked as Ex. C-1. Registry is directed to discharge the bank guarantee of USD 50,000 bearing number 5542604011 dated 25th April, 2016 furnished by the plaintiff no. 1 in favour of the Registrar General of this Court in accordance with para (vi) of the Settlement Agreement within two weeks. Let the decree sheet be prepared

accordingly.

Registry of this Court is also directed to issue to an authorised representative of the plaintiffs a certificate authorizing him/her to receive back from the Collector half the amount of the Court fee paid by them in the present suit.

With the aforesaid observations, present application is allowed and the suit and all pending applications stand disposed of.

MANMOHAN, J

AUGUST 02, 2017

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