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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1685/2016**
LOUIS VUITTON MALLETIER

..... Plaintiff

Through : Mr.Dhruv Anand, Ms.Udita Patro and
Mr.Shamim, Advs.

versus

BRIGHT ENTERPRISES & ORS

..... Defendants

Through : None

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **23.08.2017**

IA No.4211/2017

It is submitted by learned counsel for the plaintiff that the matter stands settled between the parties in an out of court settlement and both have agreed to the terms and conditions enumerated in para 2 of the application under Order 23 Rule 3 of CPC.

The settlement has been recorded by the Joint Registrar (Judicial) on 19th May, 2017 where the defendant Nos.1 and 2 have undertaken to abide by the terms and conditions mentioned in the application, duly exhibited as Ex.CA-1 and they have agreed for passing of a compromise decree in terms of settlement so arrived at between the parties. On 18th July, 2017, the statement of defendant No.3 and the plaintiff were recorded and then the matter was sent to this Court by the Joint Registrar (Judicial). In view of the statement, so recorded, the parties shall be bound by the terms and conditions set

forth in para 2(i) to 2(xiii) of this application. Since the compromise is lawful and is entered between the parties of their free will, without any undue influence from anyone, hence the suit of the plaintiff is decreed in terms of the para 49(a), (b), (d) and (e) of the plaint. The decree sheet be prepared in terms of Ex.CA-1. The court fees to the extent of 50% be refunded to the plaintiff per Section 16A of the Court Fees Act.

Since amount of Rs.1.5 lakh has been received from the defendant, the plaintiff is permitted to remit this amount to the client as per RBI guidelines.

The suit along with the pending applications is disposed of.

YOGESH KHANNA, J

AUGUST 23, 2017
VLD