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

+ **CS(OS) 376/2017**

NEETU SINGH

..... Plaintiff

Represented by: Ms. Rajeshwari H., Mr.
Sushobhan Kumar, Mr. Kumar
Chitranshu, Advs.

versus

RAJIV SAUMITRA

..... Defendant

Represented by: Mr. Murari Tiwari, Mr. Rahul
Kumar, Advs.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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10.10.2017

IA 10845/2017 (u/O XXIII R 3 CPC)

1. By this joint application the plaintiff and defendant seek disposal of the suit in terms of the settlement arrived at between the parties.
2. Decreeing the suit in terms of the settlement, application is disposed of.

CS(OS) 376/2017

1. Plaintiff and defendant have entered into a settlement terms whereof are incorporated in IA 10845/2017 as under:

“a) That the plaintiff and the defendant agree that neither plaintiff nor the defendant or any of their representative or agent will publish any defamatory article or broadcast against each other. The “defamatory article” shall include within its scope and ambit, blogs, posts on social media, articles on various websites, videos uploaded in any electronic channel or

internet channels such You tube etc. The Plaintiff and Defendant shall ensure that no such defamatory articles are published by themselves or indirectly through third parties.

b) That the parties further agree that all defamatory messages and articles against each other on print and electronic media including social media has already been withdrawn and both the parties have also agreed that in case it has been left out inadvertently that will also be withdrawn within 3 days from the date of execution of this Settlement Agreement or within 3 days from the intimation to the other party regarding the presence of such post on the social media that have been left unintentionally.

c) That both the parties have further agreed that any teacher who is in employment of the other party's coaching institute during the subsistence of his/her agreement with the said coaching institute will not be hired by the other side.

d) That the plaintiff and the defendant shall take steps to inform their teachers and staff that the said teachers and staff shall complete their term of the agreement with the respective parties. That they shall not leave any batch midway which they have taken as it would jeopardize the interests and career of thousands of students."

2. The application is duly supported by the affidavits of plaintiff and defendant who are also present in Court and are identified by their respective counsels. They affirm that they have entered into the settlement as noted above and undertake to abide by the terms of settlement.

3. Suit is accordingly decreed in terms of the settlement arrived at between the parties. Decree sheet will incorporate the terms of settlement. Court fees be returned to the plaintiff under Section 16A of the Court Fees Act.

IA. 9310-9312/2017

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

OCTOBER 10, 2017

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