

HON'BLE SRI JUSTICE M.S.RAMACHANDRA RAO

**I.A.Nos.5 and 7 of 2018 in Commercial Suit No.2 of 2017 and
Commercial Suit No.2 of 2017**

ORDER:

Heard Sri N.Aswin Kumar, learned counsel for the plaintiff and
Ms.Kalyani Ghayal, learned counsel for 1st defendant.

The parties have filed a Memorandum of Compromise agreeing
to abide by the terms of the settlement agreement dt.03-05-2018
which is signed by the learned counsel on either side as well as
representatives of the plaintiff and the 1st defendant. The Settlement
Agreement is also filed along with I.A.No.5 of 2018.

I.A.No.7 of 2018 is filed by the plaintiff to withdraw the
Commercial Suit No.2 of 2017 and I.A.No.5 of 2018 is filed by 1st
defendant to withdraw the counter claim made by the 1st defendant in
the said suit.

In view of the fact that the matter has been settled out of Court
through the settlement agreement dt.03-05-2018 and Memorandum of
Compromise dt.07-06-2018, I.A.No.7 of 2018 is allowed and the
plaintiff is permitted to withdraw the Commercial Suit No.2 of 2017.

For reasons alike, I.A.No.5 of 2018 is also allowed and
1st defendant is permitted to withdraw the counter claim in the above
suit.

Consequently, the Commercial Suit No.2 of 2017 is dismissed as withdrawn. No costs.

Court fee paid by both the plaintiff on the plaint as well as the Court fee paid by 1st defendant on the counter-claim is directed to be refunded in the facts and circumstances of the case as per decision in **Polyprint Private Limited and others Vs. Canara Bank, Per Manager and Another¹**.

As a sequel, the miscellaneous petitions pending, if any, shall stand closed.

Date: 13-06-2018
kvr /Vsv

JUSTICE M.S.RAMACHANDRA RAO



¹ 1997(3) ALT 432