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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 181/2009 & IA No.6763/2017 (u/O XII R-6 CPC).**
VIJAY M. MISTRY CONSTRUCTION PVT. LTD. Plaintiff
Through: Mrs. Namrata Kapoor Sharma, Adv.
versus
NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LTD. Defendant
Through: Mr. Abir Phukan and Ms. Atishaya
Kaushal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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12.04.2018

1. This order is in continuation of the earlier order dated 9th March, 2018.
2. The counsel for the defendant has explained his non-appearance on the last date.
3. The counsel for the plaintiff and the counsel for the defendant state that in pursuance to the directions contained in the order dated 9th March, 2018, a meeting between the parties took place on 3rd April, 2018 and the counsels have handed over in Court a copy of the minutes of the meeting so held.
4. The said minutes are taken on record and for the sake of identification, Ex.C-1 in today's date has been put thereon.
5. Both counsels state that all disputes subject matter of this suit have been settled in terms of Ex.C-1 supra and the counsel for the plaintiff states that the plaintiff, in terms of para 4 of Ex.C-1, gives an undertaking to this Court to withdraw the suit after receipt of payments and release of Bank Guarantee (BG) as mentioned in Ex.C-1.

6. The counsel for the defendant states that though it is stipulated in Ex.C-1 that the BG will be released on or before 15th April, 2018 and payments shall be made on or before 30th April, 2018 but he has received instructions that the release of payment may be delayed till the first week of May, 2018.
7. The counsel for the plaintiff states that her instructions are otherwise.
8. Rather than adjourn the suit as is sought by the counsel for the plaintiff, it is deemed appropriate to dismiss the present suit today itself as withdrawn but subject to the right of the plaintiff to apply for revival thereof, after giving advance notice to the counsel today appearing for the defendant, if payments are not received in terms of Ex.C-1.
9. The suit is accordingly dismissed as withdrawn with liberty aforesaid.
10. The parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

APRIL 12, 2018

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