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

+ **CS(COMM) 44/2016 & IA No.15550/2018 (u/O XXIII R-3 CPC)**

HENSLEY INDUSTRIES, INC. Plaintiff

Through: Ms. Prachi Agarwal and Ms. Ridhie
Bajaj, Advs.

Versus

SAI KRISHNA ALLOY CASTING & ANR. Defendants

Through: Mr. Pranay Kumar, Adv. for LR's of
D-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **15.11.2018**

1. The suit, insofar as against the defendant No.1, has already on 27th April, 2017 been disposed of as compromised.
2. Now, the plaintiff and the defendant No.2 Diamond Engineering Works through the defendants No.2A, 2B and 2C namely Pawan Kumar Harjai, Vikas Harjai and Deepali Bhola being the heirs of the proprietor of the defendant No.2 have filed IA No.15550/2018 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC).
3. The counsel for the plaintiff however states that the application is signed by the plaintiff and the defendant No.2A only and is not signed by defendants No.2B & 2C and the plaintiff gives up the claim against the defendants No.2B&2C.
4. The counsels for the plaintiff and the counsel for the defendant No.2 through defendant No.2A support the application and state that the same is signed by the parties and supported by their affidavits.

5. I have perused the settlement arrived at between the parties.
6. The counsel for the plaintiff, on enquiry, clarifies that in the event of breach of undertaking offered by the defendant No.2A, the plaintiff will not seek execution but will file a further suit.
7. With the aforesaid, the settlement arrived at is found to be lawful.
8. The undertakings of the defendant No.2A on behalf of the defendant No.2 are accepted and the defendant No.2A is ordered to be bound therewith and cautioned of consequences of breach of undertaking given to the Court.
9. A decree is passed in favour of the plaintiff and against the defendant No.2A in terms of compromise as contained in IA No.15550/2018 and the suit, insofar as against the defendants No.2B&2C is disposed of as withdrawn, leaving the parties to bear their own costs.
10. Decree sheet be drawn up.
11. A certificate entitling the plaintiff to get refund of 50% of the Court fee paid on the plaint be issued and handed over to the counsel for the plaintiff.
12. The date of 6th December, 2018 before the Joint Registrar is cancelled.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 15, 2018
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