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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 1101/2010**
RAMESH SHARMA & ANR Plaintiffs
Through: Mr. Poorva Pant, Adv.
Versus

JSK HOTELS PVT LTD Defendant
Through: Mr. Rajesh Agrawal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **01.03.2018**

IA No.3036/2018 (of the parties under Order XXIII Rule 3 CPC)

1. The two plaintiffs viz. Ramesh Sharma and Sharma Kalypso Pvt. Ltd. and the sole defendant viz. JSK Hotels Pvt. Ltd., in this suit for recovery of Rs.1,13,08,691.20 paise with interest and for declaration that the defendant is also liable to pay further damages to the plaintiffs, have filed this application and the counsel for the plaintiffs and the counsel for the defendant state that all the disputes subject matter of the suit have been settled between the parties on the terms contained in the Settlement Deed dated 26th February, 2018 filed along with the compromise application and the application is signed by both the plaintiffs and the defendant and is supported by their affidavits. The counsels seek a decree in terms of the compromise.

2. I have perused the compromise arrived at between the parties and find the same to be lawful and allow the same.

3. A decree is passed in favour of the plaintiffs and against the defendant in terms of the compromise application which shall form part of the decree sheet, leaving the parties to bear their own costs.

4. Decree sheet be drawn up.
5. The counsel for the defendant has in Court handed over to the counsel for the plaintiffs the demand draft for the agreed amount and the counsel for the plaintiffs states that the same is in accordance with the settlement and the plaintiffs are not left with any claim against the defendants. It is also stated that the plaintiff no.1 is also present in person.

RAJIV SAHAI ENDLAW, J

MARCH 01, 2018

‘gsr’..