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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 802/2018, IA No.15525/2018 (u/O XXIII R-3 CPC), IA No.5079/2018, (u/O XXXIX R-1&2 CPC) & IA No.5080/2018 (u/O XXVI R-9 CPC).

AMARJIT SINGH SONI Plaintiff

Through: Mr. Satish Kumar, Adv.

versus

RISHABH INDUSTRIES & ORS Defendants

Through: Mr. Vijay K. Gupta, Adv. for D-1.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **14.11.2018**

1. The counsel for the plaintiff and the counsel for the defendant no.1 seek permission to hand over in the Court an application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) executed by the plaintiff and the defendants no.1&2.

2. Allowed.

3. The application is taken on record and be got numbered.

4. The counsel for the defendant no.1 states that in the application handed over, erroneously the Memorandum of Understanding (MoU) dated 11th September, 2018 referred to in para 2(g) of the application remained to be annexed and the counsels have now handed over the said MoU which is also taken on record.

5. The counsel for the plaintiff and the counsel for the defendant no.1 state that the application is executed by the plaintiff, defendant no.1 and defendant no.2 and bears their signatures and is accompanied by their affidavits. It is also stated that Mr. Mehul Gupta, Advocate for the defendant

no.2 could not be present but the counsels have his consent to present this application and make statements.

6. The counsel for the plaintiff states that in terms of the compromise with the defendants no.1&2, the plaintiff does not press the suit insofar as against the defendants no.3&4.

7. The defendants no.3&4 are deleted from the array of defendants and an endorsement to the said effect be made by the Court Master under his signatures in today's date on the memo of parties.

8. I have perused the contents of the application and find the compromise arrived at between the parties to be lawful. The counsels state that the MoU is on the same lines as the contents of the application.

9. The compromise arrived at between the parties is allowed.

10. The undertakings of the parties as contained therein are accepted and the parties are ordered to be bound therewith and the suit between the plaintiff and the defendants no.1&2 is disposed of in terms of compromise arrived at and as contained in the application and the MoU, leaving the parties to bear their own costs.

RAJIV SAHAI ENDLAW, J

NOVEMBER 14, 2018

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