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

+ **CS(COMM) 928/2018 & I.A.No.7809/2018**

MAHINDRA & MAHINDRA

..... Plaintiff

Through Mr.Nischal Anand with Mr.Sanchith
Shivakumar, Advocates.

versus

G K PANDEY & ORS.

..... Defendants

Through Mr.Sachin Babu, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **30.08.2018**

I.A.No. /2018 (Under Order XXIII Rule 3 CPC)

Today learned counsel for the parties have handed over a joint compromise application under Order XXIII Rule 3 CPC read with Section 151 CPC along with their *vakalatnamas*. The same is duly signed by learned counsel for the parties. Registry is directed to number the present application.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the present compromise application.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the settlement terms mentioned in the present compromise application.

The aforesaid statements, assurances and undertakings given by learned counsel for the parties are accepted by this Court and parties are held bound by the same.

This Court has also perused the compromise application and Settlement Agreement and is of the opinion that they are lawful.

The Apex Court in ***Byram Pestonji Gariwala Vs. Union Bank of India & Ors. (1992) 1 SCC 31*** has held that “*To insist upon the party himself personally signing the agreement or compromise would often cause undue delay, loss and inconvenience, especially in the case of non-resident persons. It has always been universally understood that a party can always act by his duly authorised representative. If a power-of-attorney holder can enter into an agreement or compromise on behalf of his principal, so can counsel, possessed of the requisite authorisation by vakalatnama, act on behalf of his client. Not to recognise such capacity is not only to cause much inconvenience and loss to the parties personally, but also to delay the progress of proceedings in court. If the legislature had intended to make such a fundamental change, even at the risk of delay, inconvenience and needless expenditure, it would have expressly so stated*”.

Consequently, the suit is decreed in accordance with the present compromise application, a copy of which is marked as Ex. C-1. Registry is directed to prepare a decree sheet accordingly.

With the aforesaid observations, present compromise application is allowed and the suit and pending application stand

disposed of.

The interim order dated 31st May, 2018 stands modified.

MANMOHAN, J

AUGUST 30, 2018
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