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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 966/2018 & I.A. 8063/2018

FERRERO SPA & ORS

..... Plaintiffs

Through

Ms. Vaishali Mittal with Ms. Mrinali
Menon, Advocates

versus

MR KISHOR J. SAVLANI & ORS

..... Defendants

Through

Ms. Neelam P., Advocate for D-1
to D-3.**CORAM:****HON'BLE MR. JUSTICE MANMOHAN****ORDER**

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03.12.2018**I.A. 16526/2018**

Today in Court, learned counsel for the plaintiffs and defendants had handed over a joint compromise application filed under Order XXIII Rule 3 CPC. Registry has numbered the same.

It is pertinent to mention that present application has been duly signed by the counsel for plaintiffs as well as defendants.

Present application is also supported by affidavits of authorized signatory and partner as well as constituted attorney of the plaintiffs and defendant nos. 1 and 3. Learned counsel for the defendants states that the affidavit of defendant no. 2 in support of joint compromise application shall be filed within a period of two weeks.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in paragraph 2 of the present settlement application being I.A. 16526/2018.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the settlement terms mentioned in the aforesaid settlement application being I.A. 16526/2018.

The aforesaid statements, assurances and undertakings as well as 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 being I.A. 16526/2018 and is of the opinion that the same is lawful. In ***Byram Pestonji Gariwala Vs. Union of India and Others, (1992) 1 SCC 31*** the Supreme Court held as under:-

“39. 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.....”

Consequently, the suit is decreed in accordance with the paragraph nos. 46(i) to (iv) and (vi) of the plaint as well as paragraph (2) of present I.A. 16526/2018, which is marked as Ex. C-1. Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to an authorised representative of the plaintiffs a certificate authorizing him/her to receive back from the Collector

half the amount of the Court fee paid by them in the present suit.

With the aforesaid observations, present application is allowed and the suit and pending application stand disposed of. The interim order dated 1st June, 2018 stands modified.

MANMOHAN, J

DECEMBER 03, 2018

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