

\$~1&2

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 729/2016 & IA No.18655/2014 (u/O XXXIX R-1&2 CPC)
JASPER INFOTECH PVT LTD Plaintiff

Through: Ms. Surbhi Singh, Adv.

Versus

DEEPAK ANAND & OTHERS Defendants

Through: Mr. Aruni Poddar, Adv.

AND

CS(COMM) 839/2016

DEEPAK ANAND & ANR Plaintiffs

Through: Mr. Aruni Poddar, Adv.

Versus

JASPER INFOTECH PRIVATE LIMITED Defendant

Through: Ms. Surbhi Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **31.10.2018**

IA No.15064/2018 in CS(COMM) No.729/2016 and IA No.15063/2018 in CS(COMM) No.839/2016 (both under Order XXIII Rule 3 CPC)

1. The counsel for the parties state that they have yesterday filed separate applications under Order XXIII Rule 3 of the CPC in both the suits but the same have not been listed.
2. The counsels have been asked to handover the photocopies of the applications in the court.
3. The Court Master to call for the original applications and have the same placed on record and registered.
4. I have perused the applications to verify whether the settlement arrived at between the parties is lawful.

5. The application in CS(COMM) No.729/2016 is purported to be signed by Krishna Mohan Chaudhary as authorized signatory of the plaintiff Jasper Infotech Pvt. Ltd. and by Jitender Malik as authorized signatory of the defendants Deepak Anand and Kaff Appliances (India) Pvt. Ltd. and is accompanied with their affidavits. The counsel for the defendants Deepak Anand and Kaff Appliances (India) Pvt. Ltd. states that Mr. Jitender Malik is the Power of Attorney holder of the defendant no.1 Deepak Anand as well as constituted attorney of defendant no.2 Kaff Appliances (India) Pvt. Ltd. and is fully authorized to sign the application on their behalf.

6. There are a number of typographical & clerical errors in the description of the parties in the affidavits accompanying the applications and which does not behove the parties and their advocates. The counsels to be careful in future.

7. A perusal of the application in CS(COMM) No.729/2016 shows that the plaintiff Jasper Infotech Pvt. Ltd. and defendants Deepak Anand and Kaff Appliances (India) Pvt. Ltd. have entered into a Settlement Agreement dated 18th August, 2018, copy of which is filed with the application and in view of the settlement arrived at therein, the plaintiff Jasper Infotec Pvt. Ltd. gives up the other reliefs not incorporated in the Settlement Agreement and the parties desire that CS(COMM) No.729/2016 be disposed of binding the parties therewith. However, in paragraph no.5(i) of the application, it is stated that the suit be decreed in terms of Settlement Agreement. Similarly, in the Settlement Agreement also, while in paragraph no.3, the plaintiff Jasper Infotech Pvt. Ltd. has agreed to withdraw CS(COMM) No.729/2016 but in subsequent paragraph no.4 undertaking of Jasper Infotech Pvt. Ltd.

is recorded. However again in paragraph no.6, it is recorded that the parties shall withdraw both the suits.

8. The position is the same in the application in CS(COMM) No.839/2016.

9. I have thus enquired from the counsels what they desire.

10. The counsels state that the suits be decreed in terms of the compromise as contained in the applications and the Settlement Agreement enclosed therewith.

11. Cautioning the counsels to be careful in future and which is necessary to avoid unnecessary litigation, the suits are disposed of in terms of the compromise applications, leaving the parties to bear their own costs.

12. Decree sheets in terms of compromise applications and annexures thereto be prepared.

RAJIV SAHAI ENDLAW, J

OCTOBER 31, 2018

‘gsr’..