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

+ **CS(COMM) 1027/2018 & I.A.No.9406/2018**

RENAISSANCE HOTEL HOLDINGS, INC. Plaintiff

Through Ms.Vaishali Mittal with Mr.Siddhant
Chamola, Advocates.

versus

THE RENAISSANCE HOTEL & ORS. Defendants

Through Mr.Gautam Panjwani, Advocate for
D-1, 3 & 6.
Mr.Rohan Rohatgi, Advocates for D-
2, 4, 5 & 7.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **30.11.2018**

I.A.No. _____/2018

Today in Court, learned counsel for the plaintiff and defendant nos.1, 3 and 6 have handed over a joint compromise application filed under Order XXIII Rule 3 read with Section 151 CPC. The same is taken on record. Registry is directed to number the same.

It is pertinent to mention that the present application has been duly signed by learned counsel for the plaintiff as well as defendant nos.1, 3 and 6.

Present application is also supported by the affidavits of authorized representative/constituted attorney of the plaintiff and defendant nos.1, 3 and 6.

Both the learned counsel state that the matter has been

compromised in accordance with the terms mentioned in the present 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 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 is of the opinion that the same is lawful.

Consequently, the suit is decreed qua defendant nos.1, 3 and 6 in accordance with the paragraph 48 (a) to 48 (c) of the plaint as well as the settlement terms mentioned in the present 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 application is allowed and the suit and pending application stand disposed of qua defendant nos.1, 3 and 6.

I.A.No. _____/2018

Today in Court, learned counsel for the plaintiff and defendant nos.2, 4, 5 and 7 have handed over a joint compromise application filed under Order XXIII Rule 3 read with Section 151 CPC. The same is taken on record. Registry is directed to number the same.

It is pertinent to mention that the present application has been duly signed by learned counsel for the plaintiff as well as defendant nos.4 and 5. Along with the present application, a scanned copy of

signatures of defendant nos.2 and 7 in support of the application have been enclosed.

Present application is also supported by the affidavits of authorized representative/constituted attorney of the plaintiff as well as defendant nos.4 and 5 in original and scanned copies of defendant nos.2 and 7. Learned counsel for defendant nos.2 and 7 states that the original affidavits of defendant nos.2 and 7 shall be filed within one week.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the present 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 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 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 qua defendant nos.2, 4, 5 and 7 in accordance with the paragraph 48 (a) to 48 (c) of the plaint as well as the settlement terms mentioned in the present application, a copy of which is marked as Ex. C-2. Registry is directed to prepare a decree sheet accordingly.

Registry is also directed to issue to an authorised representative of the plaintiff a certificate authorizing him/her to receive back from the Collector the half amount of the Court fee paid by it in the present suit.

With the aforesaid observations, present application is allowed and the suit and pending application stand disposed of qua defendant nos.2, 4, 5, and 7.

MANMOHAN, J

NOVEMBER 30, 2018
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