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

+ **CS(COMM) 1672/2016 & CC(COMM) No.62/2017**

UPL LIMITED

..... Plaintiff

Through: Mr. Atul Sharma & Mr. Nitesh Jain,
Advs.

Versus

HPM CHEMICALS & FERTILIZERS LTD.

..... Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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06.12.2018

IA No.16662/2018 (of the plaintiff and the defendant under Order XXIII Rule 3 CPC)

1. The counsel for the plaintiff and the counsel for the defendant support the application and state that the application is signed by authorized representatives of the plaintiff and the defendant and is supported by their affidavits and the suit and counterclaim be decreed in terms of the compromise arrived at.

2. I have perused the compromise arrived at, as recorded in the application as well as in the Settlement Agreement dated 29th November, 2018 annexed thereto and find the same to be lawful.

3. The application is allowed and disposed of.

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4. In accordance with the compromise, the Counter Claim is dismissed with no order as to costs and the suit is allowed in terms of IA No.16662/2018, leaving the parties to bear their own costs.

5. The undertaking of Mr. Ashok Kumar Aggarwal, though described in the affidavit as authorized representative but stated by the counsel for the defendant to be the Director of the defendant, in terms of IA No.16662/2018 is accepted and he is ordered to be bound therewith and cautioned through counsel of consequences of breach of undertaking given to the Court.
6. The amounts deposited by the defendant in this Court pursuant to order dated 30th January, 2018 together with interest, if any, accrued thereon be refunded, in terms of compromise, to the defendant, by issuing a cheque in favour of defendant and handing over to the counsel for the defendant.
7. Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J

DECEMBER 06, 2018

‘gsr’..