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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 622/2017, IA No.10901/2017 (u/O XXXIX R-1&2
CPC), IA No.15130/2017 (u/O VIII R-1 CPC) & IA
No._____/2018 (u/O XXIII Rule 3 CPC)
ENERCON GMBH Plaintiff

Through: Ms. Abhilasha Nautiyal, Adv.

Versus

EQUIS SERVICES (SINGAPORE) PTE LTD. & ORS.... Defendants

Through: Mr. Manish Dhir, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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07.03.2018

1. The counsel for the plaintiff and the counsel for all the six defendants state that the disputes subject matter of this suit have been compromised / settled on the terms contained in an application under Order XXIII Rule 3 of the CPC signed on behalf of the plaintiff as well as on behalf of the six defendants and also by the respective advocates.
2. The counsel for the plaintiff however states, that he had sent the application so prepared to the plaintiff at Germany for signatures and for affirmation of the affidavit of representative of plaintiff accompanying the application; though the authorized signatory of the plaintiff has signed the application but has erroneously affirmed the affidavit of the authorized representative of the defendants accompanying the application instead of his own affidavit.
3. The counsels on asking have handed over the said application in the Court. The said application is found to be without any affidavit intended to be on behalf of the plaintiff. The counsel for the plaintiff explains that the said affidavit though was sent, has not been returned yet.

4. A perusal of the application shows that the authorized signatory of the plaintiff has signed the same affidavit already affirmed by the authorized representative of the defendants and the notarial certificate is also attached to the said affidavit.

5. Be that as it may, I am of the view that the aforesaid technicality should not be allowed to come in the way of recording of the compromise today inasmuch as there is before this Court an application admittedly signed on behalf of both the parties and an affidavit of the authorized representative of the defendants as also of the authorized representative of the plaintiff. The application is thus taken on record.

6. The application be got numbered.

7. A perusal of the application shows the compromise / settlement arrived at between the parties to be lawful.

8. The application is allowed.

9. A decree is passed in favour of the plaintiff and against the defendants in terms of the said application which shall form part of the decree sheet.

10. The undertakings of the parties as contained in the application are also accepted and the parties ordered to be bound by the same and cautioned through counsels of consequences of breach of undertaking given to the Court.

11. The parties, save for the compensation agreed to be paid in the compromise application, are otherwise left to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J

MARCH 07, 2018/‘gsr’ ..