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

+ CS(COMM) 873/2017

M/S. TECHNOFAB ENGINEERING LIMITED..... Plaintiff

Through Mr.S.D.Singh, Adv.

versus

M/S. NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LIMITED

..... Defendant

Through Mr.Rajender Wali, Adv.

+ CS(COMM) 875/2017

M/S. TECHNOFAB ENGINEERING LIMITED..... Plaintiff

Through Mr.S.D.Singh, Adv.

versus

M/S. NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LIMITED

..... Defendant

Through Mr.Rajender Wali, Adv.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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11.09.2018

IA No.12218/2018 in CS(COMM) 873/2017

IA No.12217/2018 in CS(COMM) 875/2017

These applications are filed under Order 23 Rule 3 CPC for taking the compromise on record and for disposing of the matter. It has been pleaded that parties have entered into a settlement before the Mediation Centre on 27.8.2018. As per terms and conditions of the settlement the plaintiff will withdraw the suit in terms of the compromise annexed to the plaint as Annexure P-1.

Learned counsel for the plaintiff submits that other than the two bank guarantees other payment of the plaintiff has been made. As per paragraphs 4 and 5 of the settlement agreement defendant shall release the bank guarantee and the security deposits to the plaintiff on or before 30.12.2018. Another bank guarantee received against security deposit as stated in para 5 will be released on 30.9.2019.

Parties shall abide by the terms and conditions of the settlement agreement. Applications are allowed.

CS(COMM) 873/2017

CS(COMM) 875/2017

In view of the above, present suits are dismissed as withdrawn. Plaintiff shall be entitled to refund of the full court fee in terms of the Court Fees Act. All pending applications, if any, also stand disposed of accordingly.

JAYANT NATH, J

SEPTEMBER 11, 2018

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