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

+ **CS(COMM) 283/2019**

M/S AVON CYCLES LIMITED Plaintiff

Through: Ms. Neelam, Adv.

versus

M/S AVAN MOTORS PVT. LTD. & ANR. Defendants

Through: Mr. Pankaj Baghla, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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09.12.2019

I.A. 17249/2019

This is a joint application filed by the parties under Order XXIII Rule 3 read with Section 151 CPC with the following prayers:

“It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree leaving the parties to bear their own respective costs. The present memo of compromise may also be ordered to form part of the decree.

Prayed Accordingly.”

The application is accompanied by the affidavits on behalf of the plaintiff and the defendants.

Learned counsel for the parties states, the suit be decreed in terms of clauses 6(a) to 6(j) of the application. They also state that the parties shall abide by the terms of the settlement as noted in the paragraphs 6(a) to 6(j) of

this application. The statements made by the counsel for the parties are taken on record and the suit is decreed in terms of clauses 6(a) to 6(j) of this application. The suit is disposed of. No order as to cost.

The applications stands disposed of.

In view of the fact that the parties have settled their inter se disputes outside the court and even the written statement has not been filed, plaintiff shall be entitled to refund of court fees in terms of clause 16(A) of the Court Fees Act, 1870.

Date already fixed, i.e., April 1, 2020 stands cancelled.

V. KAMESWAR RAO, J

DECEMBER 09, 2019/jg