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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P. (T) (COMM.) 49/2017 & I.A. 6945/2017**

**M/S HARI CONSTRUCTION THROUGH:
ITS PROPRIETOR**

..... Petitioner

Through: Mr. Aniruddha Deshmukh, Adv.

versus

**EXCLUSIVE FIBERS PVT LTD. THROUGH:
ITS DIRECTOR RAJEEV AGGARWAL**

..... Respondent

Through: Mr. Akshay Goel, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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20.02.2019

I.A. 2635/2019

1. Issue notice.
2. Mr. Akshay Goel accepts notice for the respondent/non applicant.
3. Learned counsel for the non-applicant/respondent company says that he does not wish to file a reply to the application, as he does not oppose the prayers made in the application.
4. The substantive prayers made in the application are as follows:

*“(i) Allow the present application to place on record the settlement deed dated 15.01.2019 under S. 151 of the CPC;
(ii) Dispose of the present application in terms of the aforementioned settlement deed;”*
5. I may only note that the counsel for the applicant/petitioner has indicated to me that the person who signed the settlement on behalf of the

respondent company has expired. The person concerned was Mr. Rajiv Aggarwal. I am further informed that Mr. Rajiv Aggarwal was the Director and majority shareholder of the respondent company.

6. Mr. Goel says that he has instructions on behalf of the respondent company to honour the settlement.

7. The statement of Mr. Goel is taken on record.

8. The prayers made in the application are allowed.

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9. In view of the order passed today in I.A. No.2635/2019, the captioned matter does not survive any more.

10. Accordingly, the instant petition along with pending application are closed.

11. The parties shall abide by the terms of the settlement.

RAJIV SHAKDHER, J.

FEBRUARY 20, 2019/pmc

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