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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 625/2019**  
**VEDA OVERSEAS PRIVATE LIMITED** ..... Plaintiff  
Through: Ms. Roopa Dayal, Adv.

versus

**EASTLINK TRADING LIMITED** ..... Defendant  
Through: Ms. Sonali Negi, Adv.

**CORAM:**  
**HON'BLE MR. JUSTICE V. KAMESWAR RAO**  
**ORDER**  
% **17.01.2020**

**IA. 17909/2019**

This is an application filed by the plaintiff seeking amendment in the memo of parties. The suggested amendments made in Para 4 of the application, are as under:

***(i) In Memo of parties, the correct name and address of the Defendant be read as:***

*EastLink General Trading Limited having office at Office at: 8 C, Enterprise Building, Nos. 228-238 Queens Road Central, Sheung Wan, Hong Kong though its managing Director / Director / Authorised representatives.*

***(ii) In cause title of the plaint and the affidavits, the Defendant should be read as EastLink General Trading Limited***

In substance, it is the plea of the learned counsel for the plaintiff that the original defendant was East Link Trading Limited, whereas the correct

name and address of the defendant is EastLink General Trading Limited having its office at 8C, Enterprise Building, Numbers 228-238, Queens Road Central, Sheung Wan, Hong Kong. This aspect is conceded by the counsel appearing for defendant East Link General Trading Limited. If that be so, application is allowed. The amended memo of parties and amended plaint both are taken on record.

Application disposed of.

**I.A. 609/2020**

This is a joint application filed by the parties under Order XXIII Rule 3 read with Section 151 CPC for disposing of the suit in view of the settlement agreement dated December 23, 2019.

Learned counsel appearing for the parties, state that parties have settled their *inter-se* disputes by entering into a settlement dated December 23, 2019. My attention in this regard has been drawn to Page 3 of the application (running page 67), which is a settlement deed dated December 23, 2019.

Learned counsel appearing for the parties state, settlement deed dated December 23, 2019 be taken on record. Accordingly, the settlement agreement dated December 23, 2019 is taken on record and is exhibited as Ex.C-1.

Learned counsel appearing for the parties undertakes that parties shall abide by the settlement deed dated December 23, 2019. Their undertaking is taken on record.

In view of the fact that parties have settled their *inter-se* disputes, outside the court, plaintiff shall be entitled to refund of court fees in terms of Section 16(A) of the Court Fees Act, 1870.

The Suit is disposed of as settled.

The date already fixed before the learned Joint Registrar on January 20, 2020 stands cancelled.

**V. KAMESWAR RAO, J**

**JANUARY 17, 2020/jg**