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

+ O.M.P. (COMM) 49/2017

M/S SELECT INFRASTRUCTURE PRIVATE LTD Petitioner
Through: Mr. Pardeep Dhingra, Advocate.

versus

M/S WINDORZ INDIA PRIVATE PVT LTD
& ORS Respondents
Through: Mr. Arvind Minocha, Advocate.
(M:- 9811048012)

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
27.02.2020

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1. The parties were referred to mediation by an order dated 11.01.2019. They have been able to arrive at a mediated settlement, and a copy of the settlement agreement dated 18.02.2020 has been placed on record. The terms of settlement are contained in clauses (a) to (e) of the settlement agreement.
2. The settlement agreement is signed by an authorised representative of the petitioner and by the director of the respondent. The resolutions authorizing the signatories to sign the settlement agreement on behalf of the parties have also been placed on record. Although the resolution on behalf of the petitioner is in favour of one Mr. Vikram Beniwal, Senior Manager – Commercial and Legal, I am informed by learned counsel for

the parties that Mr.Vikram Singh, who has signed the settlement agreement, is the same person. The signature of the authorized signatory appearing on the resolution also appears to be the same as the signature on the settlement agreement. The agreement is also signed by learned counsel for both sides and by the learned mediator.

3. Learned counsel for the parties request that the petition be disposed of in terms of the settlement between the parties.
4. In these circumstances, there is no impediment to disposal of this petition in terms of the settlement agreement. It is so directed. The settlement agreement dated 18.02.2020 will form part of this order.
5. The petition is disposed of in these terms.

PRATEEK JALAN, J

FEBRUARY 27, 2020

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