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

+ **CS(COMM) 132/2022 & I.A.2274/2023**

UPGRAD EDUCATION PRIVATE LIMITED Plaintiff

Through: Mr.Mohit Goel, Mr.Sidhant Goel, Mr.Abhishek Kotnala, Mr.Deepankar Mishra and Mr.K.D. Sharma, Advs.

versus

INTELLIPAAT SOFTWARE SOLUTIONS PRIVATE LIMITED Defendant

Through: Mr.Nishchal Anand and Ms.Tanvi Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (O R A L)

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06.02.2023

CS(COMM) 132/2022 & I.A.2274/2023 (under Order XXIII Rule 3 of the CPC filed by plaintiff and defendant)

1. The disputes between the parties stand settled. The terms of settlement are contained in undertaking affidavits filed by the plaintiff and the defendant alongwith this application. Learned Counsel for the parties who are present in Court undertake, on behalf of their respective clients, to abide by the aforesaid affidavits.

2. As such, nothing survives for adjudication in the suit. The suit is accordingly decreed in terms of the aforesaid affidavits of undertaking dated 25th January 2023 of the plaintiff and 9th January 2023 of the defendant.

3. The suit stands decreed accordingly. Decree sheet be drawn up

by the Registry. The plaintiff would be entitled to refund of the court fees, if any, deposited by it.

C. HARI SHANKAR, J

FEBRUARY 6, 2023/kr

