

Apnetime Tech Pvt. Ltd. And Anr vs Apnajob Hiring Solution Pvt. Ltd. And ... on 23 November, 2020

Author: Rajiv Shakdher

Bench: Rajiv Shakdher

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IN THE HIGH COURT OF DELHI AT NEW DELHI

CS(COMM) 320/2020

APNATIME TECH PVT. LTD. AND ANR.

.....Plaint

Through : Ms. Diva Arora Menon with Mr. Mudit
Tayal, Advs.

versus

APNAJOB HIRING SOLUTION PVT. LTD. AND ANR.

.....Defendan

Through : Mr. Harshvardhan, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 23.11.2020 [Court hearing convened via video-conferencing on account of COVID-19]

1. This is a joint application filed under Order XXIII Rule 3 of the Code of Civil Procedure, 1908.

2. The application bears the signatures of the authorized signatory of the plaintiffs.

2.1 Likewise, on behalf of the defendants, the application has been signed by their authorized signatories of the defendants. 2.2 The application has also been signed by the counsel for the parties.

2.3 Besides this, the application is accompanied by the affidavit of the constituted attorney of the plaintiffs as also of the authorised representatives of the defendants.

2.4 The terms of the settlement are contained in paragraph 2(a) to (i), 3 & 4 of the captioned application.

2.5 Paragraph 5 of the application sets out the following prayers:

"a. The relief claimed in paragraph 25 (a), (c) and (e) of the Plaint may be granted in favour of the Plaintiff and against the Defendant.

b. The reliefs claimed in paragraph 25 (d), (f), (g) and (h) are given up by the Plaintiffs in view of paragraph 2 above."

3. I have examined the terms of the settlement. 3.1 The terms of the settlement are lawful, save and except, the provision made in paragraph 3 of the captioned application as regards the undertaking given by the defendants to the effect that if they breach the terms of the compromise they will be liable for contempt. Thus, insofar as the said undertaking is concerned, the same shall be subject to the decision that the Court takes, ultimately, if such violations are brought to its notice. 3.2 It is established law that if contempt proceedings are triggered by an aggrieved party, the ultimate result is dependent on whether or not the Court proceeds to punish the violator. Essentially, the proceedings are between the contemnor and the Court.

4. With that caveat, the terms of the settlement are taken on record.

5. The reliefs prayed in paragraph 25(a), (c) and (e) of the plaint are decreed.

5.1 The plaintiffs have, as indicated above in the prayer clause, given-up the reliefs as set out in paragraph 25 (d), (f), (g), and (h) of the plaint.

6. The decree will be drawn-up in the aforementioned terms.

7. The settlement application will form part of the decree and the same will, accordingly, be marked as Exhibit- „X .

8. The captioned application is disposed of in the aforementioned terms. CS(COMM) 320/2020 & I.A. No. 6872/2020

9. Given the order passed today in I.A. No. 10888/2020, the suit and the pending application shall stand closed.

10. Having regard to the fact that the matter has been settled at an early stage, I am inclined to direct refund of 50% of the court-fee in favour of the plaintiffs.

10.1 It is ordered accordingly. The Registry will take requisite steps in that behalf.

12. The case papers shall stand consigned to the record.

RAJIV SHAKDHER, J NOVEMBER 23, 2020 pmc [Click here to check corrigendum](#), if any