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Court : Delhi

Decided On : Dec-07-2005

Reported in : 2006(86)DRJ482

Judge : Badar Durrez Ahmed, J.

Acts : Code of Civil Procedure (CPC) - Order 1, Rule 10 - Order 23, Rule 3

Appeal No. : CS(OS) 2311/1993

Appellant : Pure Drinks Limited and ors.

Respondent : Project Investments Pvt. Ltd. and ors.

Advocate for Pet/Ap. : A.S. Chandhiok, Sr. Adv.,; Manmeet Arora and; Vandana Migla

Judgement :

Badar Durrez Ahmed, J.

IA Nos. 3302/2005 and 3445/1994 in CS(OS) 2311/1993

1. The learned counsel for the applicant seeks permission of this court to withdraw these applications. Permission is granted. Dismissed as withdrawn.

IA No. 4013/2005

2. This is an application for impleadment under Order 1 Rule 10 of Code of Civil Procedure moved on behalf of two applicants - Mrs. Surinder Judge and Col. A.S., Judge who are wife and husband, respectively. It is claimed that Mrs. Surinder, Judge is the daughter of late Sardar Mohan Singh, who was the founder of the Pure Drinks Group. Mr. Parag Tripathi, learned senior counsel, states that there are two orders passed by this Court on 06.08.2002 and 22.03.2005 which affect the rights of the applicants and there is an is being is No. 2310/2005 in which also relief has been sought which affects the interests of the applicant and it is for this reason that he is seeking impleadment. However, in view of the order being passed in is No. 8685/1999, the orders dated 06.08.2002 and 22.03.2005 along with other orders would stand vacated.

3. Insofar as is No. 2310/2005 is concerned the same is being withdrawn.

4. In view of these circumstances, is No. 4013/2005 need not be proceeded with any further and the same is disposed of accordingly.

IA No. 2310/2005

5. Mr. A.S. Chandhiok, learned senior Counsel, who has moved this application, seeks permission to withdraw this application. The same is dismissed as withdrawn with liberty to take appropriate steps.

IA No. 8289/2004

6. This is an application moved for impleadment on behalf of the Punjab National Bank. The learned counsel for the applicant states that in view of the fact that the order dated 06.08.2002 would stand vacated as indicated in the order passed on is No. 4013/2005, he does not seek to press this application any further.

7. This application is disposed of as such.

IA No. 5442/2004

8. This is an application under Order 1 Rule 10 of Code of Civil Procedure for impleadment moved on behalf of the workmen of Plant No.1 and the Central Office of Pure Drinks (New Delhi) Ltd.. Mr. Parekh, the learned counsel for the workmen

states that, although Pure Drinks (New Delhi) Ltd. is not a party to these proceedings, there is an apprehension that the workmen might be affected by virtue of the settlement being arrived at between the parties in the present proceedings. Mr. Parekh states and submits that it would be appropriate to record that the compromise that is being arrived at between the parties in the suit would not affect the applicants. The learned Counsel for the parties have no objection to such a statement being recorded in the order. Accordingly, it is so recorded.

9. It is made clear that since the compromise is being arrived at between the parties in the present suit and not with Pure Drinks (New Delhi) Ltd., the compromise will not come in the way of the workmen. In view of this as also the fact that the order dated 06.08.2002 would be vacated, Mr. Parekh does not wish to press this application. The same is dismissed as not pressed.

IA No. 8685/1999

10. This is an application under Order 23 Rule 3 of Code of Civil Procedure jointly moved on behalf of the plaintiffs and defendants No.1,3 & 4 and Oriental Building & Furnishing Company Ltd. who also seeks impleadment inasmuch as some of its properties are the subject matter of the compromise. There is no difficulty in allowing the impleadment application of Oriental Building & Furnishing Company Ltd. and the same is impleaded as defendant No.7.

11. The amended memo of parties be filed within two days.

12. Insofar as defendant No. 2 is concerned, the learned counsel for the plaintiff states that no relief whatsoever is sought against the defendant No.2 and, therefore, the same may be deleted as a party. It is ordered accordingly. It is further stated that defendant No.5 has merged into defendant No.6 and defendant No.5 has already been deleted as a party. The learned counsel for the parties submit that certain interim orders were passed concerning the defendant No.6 which are the subject matters of the two appeals being FAO(OS) No. 110/1999 and FAO(OS) No. 216/1999 pending before the Appellate Court. They further state that the rights qua defendant No.6 will be determined by the decision taken by the Appellate Court. The present compromise would not come in the way of the order

that may be passed in the appeals and, therefore, the learned counsel for the defendant No.6 has no objection to the compromise being recorded and a decree being passed in terms of the compromise. This leaves us with the plaintiffs and defendants No.1,3,4 and newly added defendant No.7. The present application has been moved by all these parties and they have clearly indicated that they have settled all the disputes which constitute the subject matter of the present suit. They have also categorically stated that the settlement that has been arrived at amongst them will dispose of the suit in its entirety except to the extent stated in paragraph 7 which in any event pertains to other matters.

13. The terms of the compromise are clearly indicated in paragraphs 3.1 onwards till paragraph 8. The compromise application be exhibited as Exhibit 'C-1'. I have gone through the terms of the compromise and have heard counsel for the parties who have endeavored to put an end to this litigation which started sometime in 1993 and I find that there is no impediment to the compromise being recorded and decree being passed in terms thereof, particularly, in view of the fact that the agreement is a lawful one.

14. Accordingly, the suit is decreed in terms of the compromise. The compromise application being Exhibit 'C-1' shall form part of the decree.

15. The learned Counsel for defendant No.4 states that defendant No.4 had entered into this compromise on the basis of and consequent upon the memorandum of understanding dated 28.08.1999 which was entered into between the plaintiff No.3 and defendants No.3 & 4. Mr. Chandhiok, learned senior counsel who appears for plaintiff No.3 states that this may be the view of the defendant No.4, but, the plaintiff No.3 has entered into this compromise on the basis of settlement recorded in the compromise application itself. The Counsel for plaintiff No.3 and defendant No.3 state that whatever may be the perception of defendant No.4, it is their view that the present compromise has been arrived at, on its own terms. Anyhow, all the parties to the compromise including the defendant No.4 stand by the compromise as recorded in the application (Exhibit 'C-1'). Hence, the compromise has been recorded and the suit decreed in terms thereof.

16. With the passing of this order, all pending applications stand dismissed and interim orders stand vacated including the orders dated 06.08.2002 and 22.03.2005 referred in the order disposing of is No. 4013/2005.

17. A decree be prepared accordingly.

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