

**IN THE HIGH COURT OF HIMACHAL PRADESH  
SHIMLA**

Civil Suit No.6 of 2007

Date of decision: 30.5.2008

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Konig Ludwig International GmbH & Co. KG ...Plaintiff

Versus

Him Neel Breweries Ltd. & Another ... Defendants

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**The Hon'ble Mr. Justice V.K. Ahuja, J.**

*Whether approved for reporting<sup>1</sup>?*

**For the plaintiff: Mr. Shantanu Mohan Puri with  
Mr. Chander Shekhar Thakur,  
Advocates.**

**For the defendants: Mr. B.C. Negi, Advocate.**

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**V.K. Ahuja, J. :**

This is a suit for recovery of a sum of Rs. 29.5 Lacs filed by the plaintiff as against the defendants.

The plaintiff alleged that the defendants have committed the breach of "2004 Agreement" and have thereby caused a loss to the plaintiff. The plaintiff accordingly claimed that the defendants are liable to pay damages and the licence fee as per the condition of the agreement amounting to Rs.29.5 Lacs. The suit was being contested by the defendants and on a subsequent date, the parties submitted a Compromise Deed and made statements in Court admitting the claim of the plaintiff as per the terms of the Compromise Deed.

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<sup>1</sup>Whether the reporters of Local Papers may be allowed to see the Judgment?

In view of the Compromise, the suit of the plaintiff as against the defendants stands decreed in all for a sum of Rs.19,05,000/-, (Rupees Nineteen Lacs Five Thousand only), which is to be paid by the defendants. The amount shall be remitted in the account of the plaintiff, as per the terms of the Compromise through the Bank in Germany. It has also been agreed to in between the parties that the amount shall be remitted in the aforesaid Bank within four weeks from today. However, as per statement of the plaintiff, in case clearance is not received from the R.B.I., the time shall be deemed to have been extended by another four weeks.

The suit of the plaintiff accordingly is decreed for this amount and the amount shall be payable as per the terms of the Compromise. Both the parties shall abide by the terms of Compromise Ext.PA, which shall form part of the decree sheet. Bank Guarantee furnished by the defendants shall also stands released accordingly. The parties are left to bear their own costs. Decree sheet be prepared accordingly.

In view of the final disposal of the main suit, all the pending Miscellaneous Applications, if any, shall also stand disposed of.

**May 30, 2008**  
**(BSS)**

**( V.K. Ahuja )**  
**Judge**