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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 2815/1999**
APOLLO INTERNATIONAL LTD. Plaintiff

Through: Mr. B.L. Wali, Adv.

Versus

SUPRIYA PHARMACEUTICALS LTD. Defendant

Through: Mr. Rahul Sharma & Ms. Jasmine
Kottai, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **19.07.2016**

1. The counsels have mentioned the matter.
2. The counsel for the plaintiff and the counsel for the defendant no.1 state that the disputes subject matter of the present suit have been amicably settled in terms of Deed of Settlement dated 15th June, 2016 executed by the authorized representatives of the plaintiff and the defendant no.1 and seek a decree in terms thereof.
3. A copy of the Deed of Settlement dated 15th June, 2016 is handed over in the Court and is taken on record.
4. I have perused the said Deed of Settlement.
5. The plaintiff has instituted the suit for recovery of Rs.6,22,42,540/- along with interest.
6. United Bank of India was subsequently impleaded as defendant no.2 but the counsel for the parties state that the defendant no.2 is not concerned with this settlement and is not a part of the compromise arrived at between them.

7. As per the settlement, the defendant no.1 has agreed to pay a sum of Rs.48,00,000/- to the plaintiff in the manner provided therein and the defendant no.1 company through its Director Mr. Ramesh Dugar has also furnished an undertaking to this Court to pay the said amount in the manner provided in the Deed of Settlement.

8. The compromise as recorded in the Deed of Settlement is found to be lawful and is allowed.

9. The Deed of Settlement for the purpose of identification is marked as Ex.C1.

10. The counsel for the defendant no.1 states that he has instructions also from Mr. Ramesh Dugar, Director of the defendant no.1 company to furnish an undertaking to this Court to make the payment in terms of the said Deed of Settlement.

11. Mr. Ramesh Dugar, Director of the defendant no.1 company through his counsel is made aware of the consequences of the breach of undertaking given to the Court.

12. The undertaking of Mr. Ramesh Dugar, Director of the defendant no.1 company is accepted and Mr. Ramesh Dugar is ordered to be bound thereby.

13. The suit is decreed in terms of the said Deed of Settlement Ex.C1 which shall form part of the decree sheet, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JULY 19, 2016

‘gsr’..