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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1135/2016**
LT FOODS LTD.

..... Plaintiff

Through Mr.Ankit Relan, Ms.Ridhima Pabbi
and Ms.Ekta Sharma, Advocates.

versus

SACHDEVA & SONS RICE MILLS LTD. & ORS.

..... Defendants

Through Mr.Jeevesh Nagrath and Mr.Pratham
Sharma, Advocates for D-1 and D-2.

CORAM:
HON'BLE MS. JUSTICE INDERMEET KAUR

ORDER
% **27.04.2017**

CS(COMM) 1135/2016

The plaintiff and the defendant company have settled their disputes. The terms of settlement are contained in the settlement agreement dated 16.3.2017 (which has been placed on record). On behalf of defendant no.1 the affidavit has been sworn by its director Ashok Sachdeva.

Since this settlement is a settlement qua the plaintiff and defendant company (which is a legal entity of its own) this settlement is taken on record. It is marked as Ex.P-1. The parties shall be bound by the terms and conditions contained in Ex.P-1. The suit of the plaintiff stands decreed in terms of Ex.P-1. It is disposed of in the above terms. Decree sheet be drawn up.

At this stage, learned counsel for defendants points out that the defendant company has two directors one of whom is Ashok Sachdeva who is the person who has sworn this settlement and second director is Vinod Sachdeva who has not endorsed this settlement. Learned counsel for defendants fairly concedes that since this settlement has been arrived at between the plaintiff and defendant no.1 company he is not in a position to challenge the same. Liberty is, however, granted to Vinod Sachdeva to take such appropriate steps as are permitted to him. This is without prejudice to the rights and contentions of Vinod Sharma Group.

I.A.No.5328/2015 (u/O 39 Rule 4 CPC)

Pending applications have become infructuous. Disposed of accordingly.

INDERMEET KAUR, J

APRIL 27, 2017
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