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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 35/2018 & I.As. 11921/2018, 11922/2018

M/S HRG AGRO PRIVATE LIMITED Plaintiff

Through: Mr.R.K. Sachdeva, Advocate with
Mr.Jaspal Singh, Director of the
plaintiff company

versus

MR. SACHIN MITTAL Defendant

Through: Mr.Manish Kumar, proxy counsel
with Mr.Sachin Mittal, defendant in
person

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

ORDER

% **10.09.2018**

1. Mr. Jaspal Singh, Director of the plaintiff is present in Court along with his counsel. Mr. Sachin Mittal, defendant is present in Court along with proxy counsel Mr. Manish Kumar.
2. Both the parties have handed over the settlement-cum-compromise deed dated 24th August, 2018, duly signed by both the parties, which is taken on record.
3. As per the settlement the defendant agreed to pay Rs.2,90,00,000/- to the plaintiff in full and final settlement in six instalments. The defendant has handed over six post-dated cheques drawn on Kotak Mahindra Bank, Kamla Nagar, Delhi-110007, as per details given herein below:

S. No.	Cheque No.	Dated	Amount
1.	000442	20 th November, 2018	Rs.5,00,000/-
2.	000443	30 th November, 2018	Rs.24,00,000/-

3.	000444	28 th February, 2019	Rs.29,00,000/-
4.	000445	30 th August, 2019	Rs.77,33,000/-
5.	000446	28 th February, 2020	Rs.77,33,000/-
6.	000447	30 th August, 2020	Rs.77,34,000/-

4. The defendant present in Court undertakes that all the aforesaid six cheques shall be honoured on their first presentation and he has sufficient arrangement to honour the cheques. The undertaking is accepted.

5. The suit is decreed in terms of the settlement, Ex.C-1. Both the parties shall remain bound by the settlement, Ex.C-1.

6. All the pending applications are disposed of.

7. Copy of this order be given *dasti* to counsels for the parties under signatures of the Court Master.

J.R. MIDHA, J.

SEPTEMBER 10, 2018
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