

\$~6

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

+ **CS (COMM) 829/2018**

ADIDAS INDIA MARKETING PVT LTD Plaintiff
Through: Mr. Niraj Singh with Mr. Gaurtam
Kumar, Advocates. (M:9711944047)

versus

F M ENTERPRISES & ANR. Defendants
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **01.11.2018**

The disputes between the parties have been settled vide settlement agreement dated 24th September, 2018. The terms of settlement are contained in paragraph 11 of the settlement agreement. The settlement agreement is signed by the parties and counsel for the Plaintiff. The settlement terms are lawful. There is no impediment in recording the same. As per the said settlement, the Defendants have to pay a sum of Rs.42 lakhs and also provide C-Forms to the Plaintiff. The said payments have been handed over by means of post dated cheques as detailed in paragraph 11(c). The Defendants shall ensure that the cheques are duly encashed and honoured.

As per clause 11(e), if there is any default in the said payments, the claim of Rs.1,78,97,217/- along with interest shall get revived. Ld. Counsel for the Plaintiff submits that the intimation as per clause 11(f) has already been given as per the plaint.

A petition for quashing of the FIR, as per clause 11(g), shall be filed after all the payments are made and the cheques are honoured.

Parties are held to be bound by the settlement terms. The suit is disposed of as settled. Court fee is directed to be refunded as per Section 16 of the Courts Fee Act, 1870.

PRATHIBA M. SINGH, J

NOVEMBER 01, 2018

Rekha