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ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

CS/176/2018
M.R. TRADING CO.
Vs.
R.D. MINING EQUIPMENTS PVT. LTD.

BEFORE :

The Hon'ble JUSTICE KRISHNA RAO

Date: 26th August, 2022

Appearance:

Mr. P.K. Dutt, Sr, Adv.
Mr. I. B. Jha, Adv.
Mr. D. Sengupta, Adv.
...For the plaintiff.

Ms. S. Singh, Adv.
Ms. T. De, Adv.
Mr. A. Kr. Singh, Adv.
...For the Defendant

The Court: The plaintiff has filed the instant suit against the defendant for a decree of Rs. 13,86,789/- along with interim interest, interest pendente lite and interest on judgment @ 12% per annum. During the pendency of the suit, the plaintiff and the defendant have settled their dispute by entering into terms of settlement which are as follows:-

“Due to the intervention of the family relatives and friends of the parties, i.e Plaintiff and Defendant hereto are now desirous of settling all such disputes amicably in order to buy peace of mind and hence have deliberated settled all matters on the terms and conditions stated hereinafter namely:

- (i) That the plaintiff have individually duly authorized Maya Jaiswal to act on their behalf has been duly authorised to sign, enter and execute the instant settlement on behalf of plaintiff Maya Jaiswal undertakes to fully comply and oblige with all terms of condition contained in the instant Terms of Settlement.*
- (ii) That the Defendant in consideration of its long standing business relationship with the plaintiff has agreed to pay sum of Rs. 11,27,471/- and Rs. 1,28,160/- and TDS Rs. 14,240/- by way of demand draft No. 102060 and 102056 dated 22.08.2022 on account of full and final settlement of all claims, dues, shares, profit and/or loss accrued to the plaintiff in connection with Civil Suit being 176 of 2018 filed before the Hon’ble High Court at Calcutta. The plaintiff undertakes to will also issue a no dues certificate in favour of defendant after receipt of the said amount. A photocopy of the said demand draft dated 22.08.2022 amounting to Rs. 11,27,471/- and Rs. 1,28,160/- and TDS Rs. 14,240/- would be handed over simultaneously of signing of this Terms of Settlement. The original demand draft would be handed over after this Settlement issued before the Hon’ble High Court.*

2. Also, plaintiff will withdraw all police complaints/general diaries/First Information Reports filed by any of the parties and/or its agents/ representatives/ authorised signatory against the defendants.

3. In consideration of above, all the parties herein, releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether known or unknown, disclosed or undisclosed, mature or immature, in law, equity, statutory or otherwise, which the parties held or may now own or hold, against the other parties and inter alia any claims, disputes, any direct or indirect losses suffered, by the parties and any claims which the plaintiff have against defendant in connection with Civil Suit being 176 of 2018 filed before the Hon’ble High Court at Calcutta, it may be.

4. That after execution of the instant Terms of Settlement and all payments having been settled in terms of this Settlement, all parties hereto, undertake that there will not be any monetary or other claims against each other, either in individual capacity or against the company or firm, in any manner or of any kind, whatsoever, in future.

5. The terms of this Settlement and all negotiations in connection with it, are confidential. Neither Party shall disclose such confidential information to, or otherwise communicate them to, any other party not forming part of this Settlement other than:-

(a) to the Parties' respective auditors, insurers and advisors on terms which preserve confidentiality; and

(b) pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and

(c) as far as necessary to implement and enforce any of the terms of this Settlement.

6. If any provision of this Settlement is found to be void or is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Terms shall continue to remain in full force and effect.

7. Immediately upon receipt of the amount as mentioned hereinabove, by consent of parties the Suit shall be decreed and disposed on the terms and conditions contained in the instant Terms of Settlement. The parties would withdraw all civil and criminal proceedings immediately upon the decree being passed in favour of the Plaintiff.

8. This terms will be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Kolkata only, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.

9. That all the parties hereto have agreed to relinquish all their claims arising out of and/or in connection with Civil Suit being 176 of 2018 filed before of the Hon'ble High Court at Calcutta in terms of the Settlement entered into hereto, and the parties further agree that neither of them shall make any such claim against the other party in future.

10. In case the said cheques/demand draft are returned unpaid or payments not made. The plaintiff shall be entitled to initiate execution application against the defendant.

11. The parties to the instant Term of Settlement shall be their respective costs of the legal proceedings."

In terms of the settlement entered between the parties as mentioned above, the instant suit is disposed of. The terms of settlement entered between the parties shall be made as part of the decree.

CS 176 of 2018 is disposed of. Decree be drawn accordingly by making the terms of settlement as part of decree.

(KRISHNA RAO, J.)

p.d