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

+ **CS(COMM) 1020/2016**

DIMENSION DATA INDIA PRIVATE LIMITEDPlaintiff

Through: Mr. Himanshu Gulliya and Mr.
Deepesh, Advs.

versus

**VERTEX CUSTOMER MANAGEMENT INDIA PRIVATE
LIMITED**Defendant

Through:

**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

ORDER

09.12.2024

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I.A. 47563/2024

1. The present application under Section 151 CPC has been filed by both the parties for placing on record a copy of the Settlement Deed dated 11.10.2023 entered into between the parties. The Settlement Deed dated 11.10.2023 reads as under:

SETTLEMENT AGREEMENT

*This agreement of settlement is executed on dated
October 11, 2023 between*

*M/s Altruist Customer Management India Pvt. Ltd
(formerly known as Vertex Customer Management
India Private limited), through its authorized
representative, having its registered office at: 1s1
Block CC Shalimar Bagh Delhi - 110088, India,
{hereinafter called as party of First Part) which also*



includes its assigns /legal heirs/representatives/successors.

AND

M/s NTT India Private Limited (formerly known as Dimension Data India Private limited), having its registered office at 1701-1704, ONE BKC, B Wing, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051, {hereinafter called as party of the Second Part) which also include its successors and assigns.

WHEREAS:

- A. The party of the Second Part supplied certain Microsoft Licenses to the party of the First Part, vide Purchase Order No. P240000149-2 dated October 24, 2013 after which the party of the Second Part raised an invoice upon the party of the First Part in respect of supply of such Microsoft Licenses.*
- B. The party of Second Part filed a suit for recovery bearing number CS (Comm) 120 of 2016 ("recovery suit) against the party of the First Part before the Hon'ble Delhi High Court, for a sum of Rs.1,91,73,992.07 (Rupees One Crore Ninety One Lakhs Seventy-Three Thousand Nine Hundred Ninety-Two and Seven Paise) (the "dispute") which is under adjudication.*
- C. During the pendency of the recovery suit, both the parties have decided to amicably settle the abovesaid dispute and to settle all claims, disputes, dues once for all against each other by executing one time settlement by signing this agreement on terms mentioned below.*

NOW THEREFORE it is agreed as follows:



1. That party of First Part shall pay sum of Rs. 1,90,00,000/- (Rupees One Crore Ninety Lakhs Only) to party of the Second Part, within October 11, 2023 as full and final settlement amount against the total outstanding claim by the party of the Second Part in the said recovery suit of Rs.1.91.73,992.07 (Rupees One Crore Ninety-One lakh Seventy-Three Thousand Nine Hundred Ninety-Two and Seven Paisa) as one time settlement on the condition mentioned below:-

A. The Parties will sign this Agreement on or before October 6, 2023. The amount of Rs. 1,90,00,000/- (Rupees One Crore Ninety lakhs) shall be paid immediately by way of Demand Draft, simultaneously at the time of signing of the present Agreement.

B. Simultaneously upon receipt of the payment, the party of the Second Part, will issue a "No-Due" Certificate to the party of the First Part, stating that all claims/disputes/dues between both the parties stand settled and nothing is pending against each other.

C. The party of the Second Part shall endeavor all assistance required by the party of the First Part for withdraw of the recovery suit pending before Delhi High Court bearing CS (Comm) 1020/2016 after execution of this settlement as per the conditions mentioned in this settlement unequivocally. The party of the First Party reserves the rights to move a joint application immediately once the one time settled amount is credited in the account of party of Second Part in the Hon'ble Delhi High Court in the said matter.

D. That upon receipt of the entire payment of Rs. 1,90,00,000/-, by party of Second Part from party of



First Part, both parties mutually agree that all claims/disputes/ liabilities against each other shall stand extinguished and settled once and for all and no party shall have any other additional claim, demand against the other party, In relation to the subject matter hereof.

2. That both parties have mutually agreed that they will abide by the terms of this settlement as binding terms and no party can breach the same In any means and same shall be bind with the same.

3. Both parties have signed this one-time settlement under a sound mind without any force, coercion, undue influence and the same shall be remain applicable all their legal heirs, successors, assignees, as it is and same shall be also applicable to them also.

4. This Agreement constitutes the entire agreement between the Parties In respect of the matter thereof and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing.

5. The Parties agree that they shall keep the existence and terms of this Agreement confidential and not disclose to any third party the terms and conditions of this Agreement or the existence thereof, except as is necessary to effectuate any term or provision of this Agreement, Including any subsequent litigation to enforce this Agreement, or except as required by raw or court order.

6. It is agreed between both the parties that 3 copies of this agreement of settlements shall be signed, one copy shall be submitted in the court where the case is pending against party of First Part and one copy of the each shall be retained with both parties for their



records and perusal and action.

7. In case of any dispute between the parties relating to enforcement of the terms mentioned in this Agreement, the competent courts of Delhi shall have jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written below.”

2. Learned Counsel appearing for the Plaintiff states that dispute has been settled between the parties. He seeks permission to withdraw the present suit in view of the Settlement Deed dated 11.10.2023 entered into between the parties. The statement is taken on record.
3. The suit is disposed of as withdrawn, along with pending application(s), if any.
4. The application is disposed of.
5. The next date of hearing fixed before the Ld. Joint Registrar i.e., 17.02.2025 stands cancelled.

SUBRAMONIUM PRASAD, J

DECEMBER 9, 2024

S. Zakir