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

+ **CS(COMM) 366/2017**

**CTA APPAREL PRIVATE LIMITED**

.....Plaintiff

Through: Mr. Hemant Manjani, Advocate.

versus

**SHRI MUDIT AGARWAL**

.....Defendant

Through: Mr. Abhijat, Mr. Arpit Kumar Singh,  
Mr. Kunwar Vishal Singh and Mr.  
Kartikeya Sharma, Advocates.

**CORAM:**

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

**ORDER**

**01.10.2024**

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**I.A. 41071/2024**

1. The present application under Order XXIII Rule 3 read with Section 151 CPC has been filed by both the Parties.
2. The present suit being CS(COMM) 366/2017 was filed by the Petitioner for recovery of Rs. 1,72,31,666.00/- along with 18% interest from the Defendant.
3. It is stated in the present application that during the pendency of the suit, the Parties have entered into an amicable settlement in the following terms:

*“a. Pursuant to the discussions and negotiations, the parties herein have agreed to settle the disputes on a payment of INR 80,00,000/- (Rupees Eighty Lakhs only) (hereinafter referred to as the “Settlement Amount”) by the Defendant to the Plaintiff in full and final settlement against the claimed amount in the Suit.*



*b. The Defendant has agreed to pay the Plaintiff the settlement amount of INR 80,00,000/- (Rupees Eighty Lakhs only) as full and final settlement against the amount claimed by way of a Pay Order. Details of the Pay Order are as follows: Pay Order no. 920974 dated 18 September 2024 drawn on Punjab National Bank for Rupees Eighty Lakhs Only (Rs. 80,00,000/-).*

*It is agreed by the parties that the Pay Order of INR 80,00,000 (Rupees Eighty Lakhs only) will be handed over by the Defendant to the authorized signatory of the Plaintiff before this Hon'ble Court.*

*c. That the Plaintiff on receipt of the Pay Order of INR 80,00,000/- has agreed to withdraw the above captioned Suit.*

*d. The parties hereby agree and declare that on receipt of the Pay Order of the agreed Settlement Amount by the Plaintiff, no other amount is required to be paid to the Plaintiff by the Defendant.*

*e. The parties agree that on receipt of the Settlement Amount, the Plaintiff or even its directors in their individual capacity shall not be entitled to file any case for recovery of monies or any other case against the Defendant or his legal heirs with respect to the said dispute or any other dispute till date.”*

4. A perusal of the above shows that the Plaintiff has accepted a sum of Rs.80,00,000/- from the Defendant towards full and final settlement of all his claims arising out of under the suit.

5. The amount of Rs.80,00,000/- has been paid to the Plaintiff by the Defendant in Court today by way of a Demand Draft bearing No.920974 dated 30.09.2024 drawn on Punjab National Bank.



6. The Plaintiff, who is present in Court, states that he has received the aforesaid Demand Draft by the Defendant and has acknowledged the payment.
7. Learned Counsel for the Plaintiff states that the Plaintiff has abandoned the balance amount claimed under the suit. He, therefore, prays for withdrawal of the present suit unconditionally.
8. In view of the above, the Suit is decreed. The decree sheet be drawn accordingly. The Parties will be bound by the settlement arrived at between them.
9. The present suit being CS(COMM) 366/2017 is disposed of as withdrawn, along with pending application(s), if any.
10. The application is disposed of.
11. The next date of hearing fixed for 14.10.2024 before the Ld. Joint Registrar stands cancelled.

**SUBRAMONIUM PRASAD, J**

**OCTOBER 1, 2024**

*S. Zakir*