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

+ **CS(COMM) 1192/2018**

M/S A.K. EXPORTS & ANR.Plaintiffs

Through: **Ms.Jaya Goyal, Ms.Manpreet
Kaur, Advs. with plaintiff no.2
in person.**

versus

MRS. RUBI MITTAL AND ORS.Defendants

Through: **Mr.Raj Kumar, Adv. with D-2.**

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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22.08.2024

I.A. 36593/2024

1. This application has been filed jointly by the parties, praying for the suit to be decreed in terms of the settlement arrived at between the parties. The terms of the settlement are stated in paragraph 2 of the application, and are reproduced herein below:

“(i) That the parties have amicably fully and finally settled all their disputes and differences.

(ii) That the defendants have agreed to pay a sum of Rs.1,07,00,000/-(Rupees one crore seven lakh Only) to the plaintiffs by way of NEFT/RTGS/Online Transfer/Cash in 57 monthly installments on 12th of each English Calendar month, in the following manner:

Monthly Installments No.	Date	Amount (Rs.)
1.	12.08.2024	2,00,000/-
2.	12.09.2024	2,00,000/-
3.	12.10.2024	2,00,000/-
4.	12.11.2024	2,00,000/-



5.	12.12.2024	2,00,000/-
6.	12.01.2025	2,00,000/-
7.	12.02.2025	2,00,000/-
8.	12.03.2025	2,00,000/-
9.	12.04.2025	2,00,000/-
10.	12.05.2025	2,00,000/-
11.	12.06.2025	2,00,000/-
12.	12.07.2025	2,00,000/-
13.	12.08.2025	2,00,000/-
14.	12.09.2025	2,00,000/-
15.	12.10.2025	2,00,000/-
16.	12.11.2025	2,00,000/-
17.	12.12.2025	2,00,000/-
18.	12.01.2026	2,00,000/-
19.	12.02.2026	2,00,000/-
20.	12.03.2026	2,00,000/-
21.	12.04.2026	2,00,000/-
22.	12.05.2026	2,00,000/-
23.	12.06.2026	2,00,000/-
24.	12.07.2026	2,00,000/-
25.	12.08.2026	2,00,000/-
26.	12.09.2026	2,00,000/-
27.	12.10.2026	2,00,000/-
28.	12.11.2026	2,00,000/-
29.	12.12.2026	2,00,000/-
30.	12.01.2027	2,00,000/-
31.	12.02.2027	2,00,000/-
32.	12.03.2027	2,00,000/-
33.	12.04.2027	2,00,000/-
34.	12.05.2027	2,00,000/-
35.	12.06.2027	2,00,000/-
36.	12.07.2027	2,00,000/-
37.	12.08.2027	2,00,000/-
38.	12.09.2027	2,00,000/-
39.	12.10.2027	2,00,000/-
40.	12.11.2027	2,00,000/-
41.	12.12.2027	2,00,000/-
42.	12.01.2028	2,00,000/-
43.	12.02.2028	2,00,000/-
44.	12.03.2028	2,00,000/-
45.	12.04.2028	2,00,000/-
46.	12.05.2028	2,00,000/-
47.	12.06.2028	2,00,000/-

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48.	12.07.2028	2,00,000/-
49.	12.08.2028	2,00,000/-
50.	12.09.2028	2,00,000/-
51.	12.01.2029	1,00,000/-
52.	12.02.2029	1,00,000/-
53.	12.03.2029	1,00,000/-
54.	12.04.2029	1,00,000/-
55.	12.05.2029	1,00,000/-
56.	12.06.2029	1,00,000/-
57.	12.07.2029	1,00,000/-
		1,07,00,000/-

(iii) That it is agreed between the parties, in clear and categorical manner that no extension of any monthly installment beyond 25th of each English Calendar Month, under any circumstances whatsoever, shall be permissible or be granted to the defendants. On the payment of each installment, the proper receipt will be executed and duly signed by both the parties. In case of delay in payment of monthly installments, the defendant is liable to pay the interest @15% p.a. till its payment upto three defaults, thereafter on subsequent delay in monthly installments i.e. from 04th default till last installment default; the defendant is liable to pay the interest at @21% p.a.

(iv) That on payment of all timely installments totaling to a sum of Rs.10700000/-, the plaintiffs shall withdraw the present suit and shall not raise any kind of claim against the defendants in any manner whatsoever.

(v) That in case of breach of undertaking, both the parties are at liberty to initiate the contempt proceeding in accordance with law against defaulting party.

2. The defendant no.2, who appears in person before this Court, affirms to the terms of the settlement. He also undertakes that the terms of the settlement shall be duly honoured.

3. The plaintiff no.2, who is the sole proprietor of the plaintiff no.1, is also present in the Court and affirms to the terms of the



settlement.

4. The present application is duly signed and supported by the affidavits of the parties. The parties and their signatures are identified by their respective counsels.

5. The learned counsel for the plaintiff submits that as the settlement has been reached between the plaintiffs and the defendant no.2 only, the plaintiffs do not press their claims against the other defendants.

6. I have perused the terms of the settlement and find the same to be lawful.

7. In view of the settlement arrived at between the parties, the suit is decreed in the terms thereof, which have also been reproduced herein above. Let a Decree Sheet be prepared accordingly.

8. The next date of hearing, that is, 19.09.2024, shall stand cancelled.

NAVIN CHAWLA, J

AUGUST 22, 2024/Arya/DG

Click here to check corrigendum, if any