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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 37/2019, I.A. 3870/2019, I.A. 46308/2024, I.A. 28746/2025**

RUNWAY LOGISTICS PRIVATE LTD.Plaintiff

Through: **Mr. Amit Gupta, Mr. Kshitij Vaibhav
& Ms. Muskan Nagpal, Advs.**

versus

PARAS IMPORTS PRIVATE LIMITED & ORS.Defendants

Through: **Mr. Dhananjai Jain, Advocate for
Defendant Nos.1 to 3.
Mr. Rahul Sharma, Mr. Mani Kant,
Ms. Shikha Singh, Mr. Rohit Rana,
Advs., for Proposed Defendant /
Applicant.**

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

**ORDER
19.03.2026**

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1. The instant Suit has been filed with the following prayers:

“a) Pass a decree of mandatory injunction directing the Defendants to furnish the original Bills of Lading or in the alternative, return all the goods, to the Plaintiff which were imported vide consignments mentioned in para 8 above;

b) Pass a decree directing the Defendants to pay to the Plaintiff an amount of Rs.13,29,632.36;

c) Pass a decree directing the Defendants to reimburse the Plaintiff with an amount of USD 3000;



d) Award the cost of suit in favour of Plaintiff Company and against the Defendants; and

e) Pass such other order(s) as be deemed just and proper to meet the ends of justice.”

2. During the pendency of the Suit, the Plaintiff and the Defendants have entered into a settlement *vide* a Settlement Agreement dated 19.03.2026 which has been notarised today itself i.e., on 19.03.2026. The Settlement Agreement dated 19.03.2026 reads as under:

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into on this 19th day of March, 2026.

BETWEEN:

RUNWAY LOGISTICS PVT. LTD., a company incorporated under the Companies Act, having its registered office at B-11, Prestige Chamber, 15A/1, W.E.A. Saraswati Marg, Karol Bagh, New Delhi-110005 represented through Mr. Kunal Kumar, (hereinafter referred to as the 'Plaintiff' or 'First Party', which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

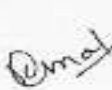
AND

EUROTOYS PVT. LTD. (Previously known as PARAS IMPORTS PVT. LTD.), a company incorporated under the Companies Act, having its registered office at F-25, First Floor, Proct Vihar, Delhi-110092, represented by its Authorised Representative Mr. Paras Verma (hereinafter collectively referred to as the 'Defendant' or 'Second Party', which expression shall, unless repugnant to the context or meaning thereof, include their successors and assigns).

The Plaintiff and the Defendant are hereinafter collectively referred to as the "Parties" and individually as a "Party",

Whereas the First Party has filed a civil suit bearing CS(COMM) No.37/2019 before the Hon'ble High Court of Delhi against the Second Party and the said suit is still pending disposal before the Hon'ble High Court of Delhi,

Whereas the Parties, desirous of amicably resolving all disputes and avoiding prolonged litigation, have mutually agreed to settle all claims, counter-claims, and disputes arising out of or in connection with the aforementioned suit/dispute on the terms and conditions set forth hereinafter,



NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. SETTLEMENT AMOUNT

1.1 The Defendants agree to pay to the Plaintiff a total sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) (the "Settlement Amount") in full and final settlement of all claims made by the Plaintiff in CS(COMM) No.37/2019.

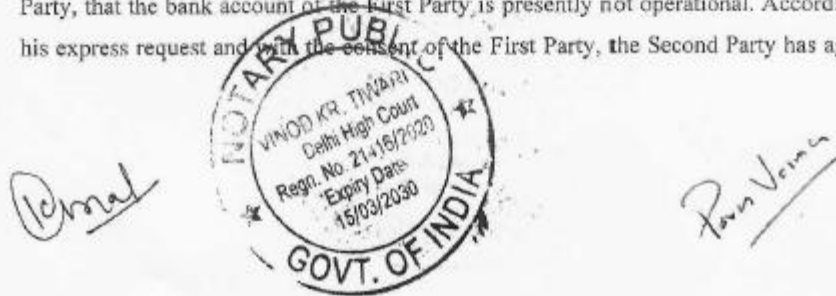
1.2 The Settlement Amount represents full and final payment for all the claims and counter-claims inter se the parties herein.

2. PAYMENT TERMS:

The Settlement Amount shall be paid by the Defendants to Mr. Kunal Kumar in the following manner:

S. NO.	DATE	CHEQUE NO.	AMOUNT
1.	15.03.2026	5827	Rs. 5,00,000/-
2.	15.04.2026	5828	Rs. 5,00,000/-
3.	15.05.2026	5829	Rs. 1,00,000/-
4.	15.06.2026	5912	Rs. 1,00,000/-
5.	15.07.2026	5913	Rs. 1,00,000/-
6.	15.08.2026	5914	Rs. 1,00,000/-
7.	15.09.2026	5915	Rs. 1,00,000/-
8.	15.10.2026	5916	Rs. 1,00,000/-
9.	15.11.2026	5917	Rs. 1,00,000/-
10.	15.12.2026	5918	Rs. 1,00,000/-
11.	15.01.2027	5919	Rs. 1,00,000/-
12.	15.02.2027	5920	Rs. 1,00,000/-

It has been represented by Mr. Kunal Kumar, Director/Authorised Representative of the First Party, that the bank account of the First Party is presently not operational. Accordingly, at his express request and with the consent of the First Party, the Second Party has agreed to





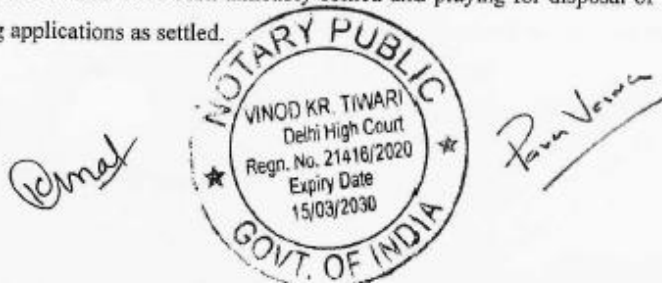
issue the cheques mentioned herein in the name of Mr. Kunal Kumar. Mr. Kunal Kumar confirms and declares that he is duly authorised and competent to receive the said cheque(s) and the settlement amount on behalf of the First Party, and that receipt of the said payments by him shall constitute valid and complete discharge of the payment obligations of the Second Party under this Settlement Agreement to the extent of such payments.

3. MUTUAL COVENANTS:

- 3.1 Upon receipt of the full and final Settlement Amount in accordance with Clause 2 mentioned above, the first party hereby releases and forever discharges the Second Party, their directors, officers, employees from any and all claims, demands, actions and obligations of any nature arising out of or relating to:
- (a) the consignments and goods mentioned in CS(COMM) No.37/2019;
 - (b) the freight forwarding and logistics services provided by the first party; and
 - (c) any and all matters, claims, or disputes that were or could have been raised in CS(COMM) No.37/2019.
- 3.2 The second party also, hereby release and forever discharge the first party, their directors, officers, employees from any and all claims, demands, actions and obligations of any nature arising out of or relating to:
- (a) the consignments and goods mentioned in CS(COMM) No.37/2019;
 - (b) the freight forwarding and logistics services provided by the first party; and
 - (c) any and all matters, claims, or disputes that were or could have been raised in CS(COMM) No.37/2019.
- 3.3 This release shall constitute a full, final, and complete settlement of all disputes between the Parties.

4. WITHDRAWAL OF SUIT:

- 4.1 Upon execution of this Agreement and receipt of the first instalment payment, the first party undertakes to file an application before the Hon'ble High Court of Delhi seeking withdrawal of the suit CS(COMM) No.37/2019 and all pending applications.
- 4.2 The Parties shall jointly file an application before the Hon'ble High Court of Delhi stating that all disputes between them have been amicably settled and praying for disposal of the suit and all pending applications as settled.





- 4.3 Both cases shall be withdrawn at the receiving first instalment
- 4.4 Furthermore, First Party also withdraw the complaint case, on the next date of hearing or earlier, filed against the second party vide CT. CS. No. 4114/2019, which is pending at Tis Hazari Court, and thereafter, another case filed by the second party, vide court complaint no. 6/2021, shall also be withdrawn.
- 4.5 The Parties undertake to cooperate with each other and provide all necessary assistance in obtaining the Court's permission for withdrawal/disposal of the suit.
- 4.6 Each Party shall bear its own costs in relation to the suit and all pending applications.

5 DEFAULT AND CONSEQUENCES:

- 5.1 In the event the second party fails to make any instalment payment on the due date specified in Clause 2, the second party shall be deemed to be in default under this Agreement.
- 5.2 Any default by the second party shall amount to a contempt of court and the first party shall be entitled to initiate appropriate proceedings regarding the same.
- 5.3 In addition, the entire outstanding Settlement Amount shall become immediately due and payable and Interest at the rate of 9% per annum shall accrue on the outstanding amount from the date of default until full payment.
- 5.4 The first party shall be entitled to revive CS(COMM) No.37/2019 or file a fresh suit for recovery of the outstanding amounts along with interest and costs; and in case of non-compliance of terms and conditions by the first party, the second party shall also have the right to revive the case.
- 5.5 The mutual release and discharge under Clause 3 shall stand revoked, and the first party may pursue all original claims in the suit.

6. NO ADMISSION OF LIABILITY:

- 6.1 This Settlement Agreement is entered into solely for the purpose of amicably resolving the disputes between the Parties and avoiding the costs, expenses, and uncertainties of prolonged litigation.
- 6.2 Nothing contained in this Agreement shall be construed as an admission of liability, wrongdoing, or fault on the part of either Party.
- 6.3 Each Party expressly denies any and all allegations of wrongdoing or liability made by the other Party.





7. REPRESENTATIONS AND WARRANTIES:

7.1 Each Party represents and warrants to the other that It has full power and authority to enter into this Agreement and to perform its obligations hereunder;

7.2 This Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation enforceable against it in accordance with its terms;

7.3 The execution and performance of this Agreement does not violate any law, regulation, order, or agreement to which it is a party or by which it is bound;

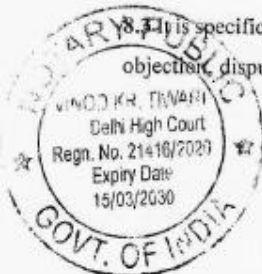
7.4 It is entering into this Agreement voluntarily and without any coercion, duress, or undue influence.

8. INDEMNITY CLAUSE

8.1 Mr. Kunal Kumar, in his personal capacity as well as in his capacity as Director/Authorised Representative of the First Party, hereby irrevocably, unconditionally and unequivocally agrees, undertakes and binds himself to indemnify, defend and hold harmless the Second Party, its directors, officers, employees, agents, representatives, successors and assigns, from and against any and all claims, demands, actions, proceedings, liabilities, losses, damages, penalties, costs and expenses (including legal costs and attorney's fees) of whatsoever nature that may arise directly or indirectly in relation to, or in consequence of, the issuance of the cheque(s) mentioned in this Settlement Agreement in the name of Mr. Kunal Kumar instead of the First Party company.

8.2 Mr. Kunal Kumar further expressly confirms and declares that the issuance of the aforesaid cheque(s) in his name has been done at his own express request and representation, on the ground that the bank account of the First Party company is presently not operational, and that he is fully authorised and competent to receive the settlement amount on behalf of the First Party. He further acknowledges that the receipt of such cheque(s) and the encashment thereof by him shall constitute valid receipt of payment on behalf of the First Party company.

8.3 It is specifically agreed and undertaken that in the event that at any time in the future any claim, objection, dispute, demand or proceedings of any nature whatsoever are raised by the First Party



[Signature]

[Signature]



company, any of its shareholders, directors, officers, employees, creditors, representatives, successors or assigns, or by any third party, authority, tribunal, court, statutory body or governmental authority, alleging or contending that the payment under this Settlement Agreement ought not to have been made in the name of Mr. Kunal Kumar, or that such payment does not constitute valid payment to the First Party company, then Mr. Kunal Kumar shall be personally and exclusively liable and responsible for the same.

8.4 In such an event, Mr. Kunal Kumar shall fully indemnify and keep indemnified the Second Party against all such claims, liabilities, losses, damages, penalties, costs or expenses, and shall defend, settle or satisfy such claims at his own cost and responsibility, without any liability whatsoever being fastened upon the Second Party.

8.5 It is further agreed that the Second Party shall stand fully and completely discharged from any liability or obligation towards the First Party company or towards any other person in respect of the payment made under this Settlement Agreement once the cheque(s) are issued and handed over in the name of Mr. Kunal Kumar in accordance with the terms herein.

8.6 This indemnity and undertaking shall be binding upon Mr. Kunal Kumar personally and shall survive the execution, performance and completion of this Settlement Agreement, and shall remain valid, operative and enforceable notwithstanding withdrawal or disposal of the pending litigations between the Parties.

9. ACKNOWLEDGMENT OF VALID DISCHARGE

9.1 The First Party expressly agrees and confirms that the issuance and payment of the cheque(s) in the name of Mr. Kunal Kumar, as mentioned in this Agreement, shall be deemed to be payment made to the First Party itself, and the same shall constitute valid, full and complete discharge of the payment obligations of the Second Party under this Settlement Agreement to the extent of such payments.

9.2 The First Party further undertakes that neither the First Party company nor any of its directors, shareholders, employees, representatives, successors or assigns shall raise any objection, dispute,





claim or proceedings against the Second Party on the ground that the payment was made in the name of Mr. Kunal Kumar instead of the First Party company.

9.3 It is further agreed that once the cheque(s) are handed over and honoured in favour of Mr. Kunal Kumar, the Second Party shall stand fully discharged from its liability in respect of such payment(s), and the First Party shall not raise any future claim alleging non-payment on this ground.

This Agreement may be executed in one or more counterparts, each of which shall be deemed as original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the day and year first above written.

FOR AND ON BEHALF OF RUNWAY LOGISTICS PVT. LTD. (FIRST PARTY)

Signature: [Signature] Date: 19/3/26
Name: Kunal Kumar Place: New Delhi
Designation: Director

FOR AND ON BEHALF OF PARAS IMPORTS PVT. LTD. (SECOND PARTY)

Signature: [Signature] Date: Delhi
Name: Mr. Paras Verma Place: 19-03-2026
Designation: Director ^{Authorized Representative}



ATTESTED
4/19/03/26
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NOTARY PUBLIC
GOVT. OF INDIA
19 MAR 2026



3. Under the Settlement Agreement, the Defendants have agreed to pay a sum of Rs.20,00,000/- to the Plaintiff as full and final settlement. The payment schedule has been mentioned in Paragraph No.2 of the Settlement Agreement. It is stated that a total 11 cheques have been given to the Plaintiff by the Defendants.
4. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of the CPC and the Settlement Agreement dated 19.03.2026 entered into between the Parties. Pending applications, if any, also stand disposed of.
5. Let the Decree Sheet be prepared accordingly.
6. The Parties shall be bound by the terms of the Settlement Agreement dated 19.03.2026.
7. It is made clear that if any of the cheques get bounced due to out of funds, it will be treated as a breach of undertaking given to this Court resulting in initiation of proceedings against the Defendants under the Contempt of Courts Act, 1971.
8. It is always open for the Plaintiff to move an application for revival of the present Suit in case any of the cheques get bounced.
9. Since the Parties have entered into the settlement, the Plaintiff and Defendant Nos.1 to 3 are entitled to refund of Court Fees. Let the Court Fees be refunded.



10. Disposal of the present Suit will not be an impediment in the Rent Control Revision proceedings filed by the landlord against the Defendant Nos.1 to 3.

SUBRAMONIUM PRASAD, J

MARCH 19, 2026

S. Zakir