



\$~3

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

+ **CS(COMM) 599/2023**

PATH INFOTECH LTD

.....Plaintiff

Through: Ms. Inderjeet Sidhu, Mr. Lalit Chowdhry & Ms. Devyani Singh, Advs. along with AR of Plaintiff Ms. Priti Agarwal , GM(HR & RMG)

versus

UTTAM SUCROTECH INTERNATIONAL PVT LTDDefendant

Through: Mr. Hardik Jain, Adv. Mr. Surender Kumar Bhardwaj, Authorised Representative.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

%

23.01.2026

I.A. 1990/2026

1. This is an application under Order XXIII Rule 3 of the CPC for disposing of the suit in terms of the settlement agreement dated 22.12.2025 entered into between the parties.
2. The instant suit is one for recovery of a sum of Rs.20,401,879/- towards outstanding dues towards the invoices raised by the Plaintiff for the work done and also for damages on the ground that illegal and arbitrary cancellation of the work awarded under two purchase orders issued by the Defendant.
3. Pending the suit, the parties were referred to the Delhi High Court Mediation & Conciliation Centre to make an attempt to settle their disputes



amicably through mediation.

4. It is stated that the parties have entered into a settlement agreement dated 22.12.2025, which reads as under:-

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 22.12.2025

BETWEEN

PATH INFOTECH LTD., a Company registered under the Companies Act, 1956 having its registered office at DPT-806, DLF, Prime Towers, Okhla Industrial Area Phase - I, New Delhi - 110020, through its duly Authorised Representative Ms. Priti Agarwal, authorised vide Board Resolution dated 17.07.2023, copy of the same is annexed herewith as **ANNEXURE-A**(hereinafter referred to as the “**First Party**”) which shall include its Assigns, Transferees, Representatives unless the context otherwise requires;

AND

UTTAM SUCROTECH INTERNATIONAL PVT LTD., a company registered under the Companies Act, 1956 having its registered office at 95, F.I.E., Patparganj Industrial Area, New Delhi – 110092 (formerly known as Uttam Sucrotech International Holdings Pvt. Ltd.) through its duly Authorised Representative Mr. Surender Kumar Bhardwaj, authorised vide Board

Resolution dated 07.10.2025, the same is annexed herewith as **ANNEXURE-B** (herein after referred to as the “**Second Party**”) which shall include its Assigns, Transferees, Representatives unless the context otherwise requires;

Each party is individually referred to as the “Party” and collectively referred to as the “Parties”.



WHEREAS the First Party entered into a contract with the Second Party for the supply of a Cloud Subscription Software License for *Oracle Fusion*, together with implementation and technical support services for the said Oracle Fusion system. The said contractual arrangement was based on two Purchase Orders issued by the Second Party on 10.02.2020, namely PO No. **USL.CO/PUR/2019-20/02/31776** and PO No. **USL.CO/PUR/2019-20/03/31780**.

AND WHEREAS, during the execution and implementation of the contracted scope of work, certain disputes arose between the Parties regarding the scope of work, quality of deliverables, and payment of the contractual amount.

AND WHEREAS, owing to the non-resolution of the aforesaid disputes, the First Party initiated legal proceedings before the Hon'ble High Court of Delhi by filing a commercial suit bearing number **CS(COMM) No. 599 of 2023**, seeking recovery of outstanding amount and damages to the tune of Rs.2,000,1000/-.

AND WHEREAS the above said suit CS (COMM.) No. 599 of 2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 04.08.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS the Parties agreed that Ms. Beenashaw N. Soni, Advocate shall act as their Mediator.

AND WHEREAS, during the pendency of the said proceedings and, in the course of the hearing before the Hon'ble High Court, both Parties expressed their willingness to amicably resolve and settle all disputes in view of their long-standing business relationship.



AND WHEREAS, both Parties with the assistance of the Mediator, the Parties have agreed to amicably settle all disputes between them on the terms and conditions recorded hereinbelow.

NOW THIS SETTLEMENT AGREEMENT WITNESSES THE FOLLOWING TERMS AND CONDITIONS WHICH ARE BINDING ON THE PARTIES:

1. The parties to this Settlement Agreement finally resolved all their disputes, claims and issues arising out the aforesaid Purchase Orders, invoices, services rendered, and any consequential claims including litigation costs and damages thereto.
2. The Second Party agrees to pay to the First Party a consolidated sum of **Rs.70,00,000/- (Rupees Seventy Lakh Only)** (hereinafter referred to as the **"Settlement Amount"**) in full and final settlement of all their claims against the First Party arising out the aforesaid Purchase Orders.
3. The First Party agrees to accept the Settlement Amount in full and final settlement of all outstanding dues, claims, disputes, and demands whatsoever between the Parties and agrees that no further claim, liability, or demand of any nature whatsoever shall remain between the Parties upon receipt of the Settlement Amount in full.
4. That it is agreed between the parties that the Second Party shall pay the above said settlement amount to the First Party in the following manner:-



- a. The Second Party has agreed to pay the Settlement Amount in six instalments commencing from the date of execution of this Settlement Agreement by way of RTGS/NEFT/DEMAND DRAFT/ONLINE TRANSFER. The first instalment shall be a sum of **Rs.20,00,000/- (Rupees Twenty Lakhs Only)** followed by five equal monthly instalments of **Rs.10,00,000/-(Rupees Ten Lakhs Only)** each. The Second Party shall ensure timely and regular payment of each instalment strictly in accordance with the terms of this Settlement Agreement. The instalments schedule is reproduced below:

Sl. No.	Amount	Date
1.	Rs. 20,00,000/-	Paid vide RTGS UTR No. SBINR120251222210229465 dated 22.12.2025
2.	Rs. 10,00,000/-	By 20-Jan-2026
3.	Rs. 10,00,000/-	By 20-Feb-2026
4.	Rs. 10,00,000/-	By 20-Mar-2026
5.	Rs. 10,00,000/-	By 20-Apr-2026
6.	Rs. 10,00,000/-	By 20-May-2026



5. The Parties hereby acknowledge and agree that this Agreement constitutes a full and final settlement of all claims, demands, actions, or causes of action, whether known or unknown, existing or future, arising out of or in connection with the matters forming the subject of this Agreement. Accordingly, the First Party shall not initiate, pursue, or raise any further claim, suit, or proceeding of any nature whatsoever against the Second Party after the receipt of the settlement amount as per the above said schedule.
6. That it is agreed between the parties that the Second Party shall clear the instalment payments to the First Party by 20th day of each English Calendar month. It is further agreed between the parties that in case, the payment is not made as per the scheduled above i.e. 20th day of each month by the Second Party to the First Party, a grace period of 8 more days i.e. till 28th day of the defaulted month to make the defaulted payment shall be given to the Second Party thereafter. It is further agreed between the parties that in the event, the Second Party fails to make payment within 28th day of the said month, then the Second Party shall be liable to pay the said defaulted instalment alongwith an interest @10% pa (Simple Interest) for each day of such default w.e.f. 20th day of the defaulted month. The parties further agree that in case the Second Party does not pay the defaulted instalment as stated above, then the First Party can take/avail all the legal remedies available as per law including the Contempt of Court.



7. That it is agreed between the parties that they shall move an appropriate application before the Hon'ble court at the earliest for placing the present Settlement Agreement on court record with a prayer to the Hon'ble court to record the statement of parties in this regard. It has been agreed that the parties shall also pray to the Hon'ble court to pass an order and a decree in terms of the present Settlement agreement.
8. The Parties have agreed that they shall appear before the Hon'ble Court during the virtual hearing or physical hearing, as the case may be, to record their statements in terms of the present Settlement Agreement.
9. That it has also been agreed that the parties shall also pray to the Hon'ble Court to pass appropriate orders for refund of the court fee under section 16 of the Court Fees Act, 1870 to the First Party and the Second Party shall give its no objection for the same.
10. The Parties undertake that they shall not initiate any civil or criminal proceedings against each other in respect of the aforesaid Purchase Orders, subject to full compliance with the terms of this Settlement Agreement by Parties.
11. The Parties hereto confirm and declare that they have voluntarily and of their own free will without any force or coercion etc. arrived at Settlement Agreement in the presence of the Mediator and their respective counsels.
12. The Parties also undertake that they shall not publish or advertise any disparaging or defamatory statement against each other in any manner whatsoever.



13. The Parties covenant and agree that the terms, conditions, consideration, and existence of this Settlement Agreement shall remain strictly confidential and shall not, whether directly or indirectly, be disclosed, communicated, published, released, or disseminated to any third party in any manner whatsoever.
 14. That the First Party and the Second Party undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter anytime in the foreseeable future.
 15. That by signing and executing this Settlement Agreement, the parties shall have no further claims or demands against each other arising out of the Commercial Suit bearing CS (COMM.) No. 599 of 2023 before the Hon'ble Delhi High Court and have settled their disputes and differences arising out of the said case, amicably through Mediation.
5. A perusal of the settlement agreement dated shows that the Defendant has agreed to pay the Plaintiff a sum of Rs.70 lakhs as full and final settlement against the purchase orders. The mode of payment has been prescribed in Paragraph 4 and 6 of the said settlement agreement.
6. The Authorized Representatives of the Plaintiff and the Defendant are present in Court today. They state that the settlement agreement has been entered into between the parties and the Authorized Representatives of the Plaintiff states that the settlement agreement is acceptable to the Plaintiff and they have agreed to settle their claims for the sum of Rs.70 lakhs. The statement is taken on record. The parties are identified by their respective



counsels.

7. The suit is disposed of in terms of the settlement agreement dated 22.12.2025 along with pending application(s), if any.
8. The parties are bound by the terms of settlement agreement dated 22.12.2025.
9. Let decree sheet be drawn up according to the settlement agreement dated 22.12.2025.
10. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act.
11. The application is disposed of.

SUBRAMONIUM PRASAD, J

JANUARY 23, 2026

hsk