



\$~43

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

+ CS(COMM) 906/2024 & I.A. Nos. 42440/2024, 42441/2024 &
16238/2025

ARROW ELECTRONICS ASIA S PTE LTD

.....Plaintiff

Through: Dr. Abhimanyu Chopra with
Ms. Priyanka Shetty, Ms. Anusha
Jacob and Ms. Kusha Rajan,
Advocates.

versus

PRIMATEL FIBCOM LIMITED

.....Defendant

Through: Mr. Rohit Gandhi with Mr. Hargun
Singh Kalra and Mr. Navdeep Jain,
Advocates.

(M): 9818610321

Email: mail@gandhipartner.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

26.05.2026

1. The captioned suit has been filed, by the plaintiff seeking recovery of a sum of USD 654,000/- (United States Dollars Six Hundred and Fifty-Four Thousand Only), which is equivalent to Rs. 5,47,14,817/- (Rupees Five Crores Forty-Seven Lakhs Fourteen Thousand Eight Hundred and Seventeen Only), along with 8.2% interest per annum thereon, with respect to multiple Purchase Orders dated 17th July, 2019, 20th August, 2019 and 24th March, 2020 ("POs") between the parties, and seeking directions to the defendant to accept the delivery of the commissioned goods.



2. As per the case of the plaintiff, the parties entered into the said POs, under which the plaintiff had to supply 25,000 units of a product manufactured by Toshiba America Electronic Components Inc. (“Toshiba”), to the defendant, for a total sum of USD 10,00,000/- (United States Dollars Ten Lakhs Only).
3. However, defendant, on 14th June, 2022, eventually terminated the POs on the premise of *force majeure* and requested the plaintiff to refund the advance amount. Aggrieved by this, the plaintiff filed the present suit.
4. During the course of proceedings, the defendant herein filed a counter-claim to the present suit. For the purpose of pre-litigation mediation with respect to the counter-claim, the matter was referred to Delhi High Court Mediation and Conciliation Centre by this Court, *vide* order dated 11th February, 2026.
5. Now, a Settlement Agreement dated 19th May, 2026 has been received from the Delhi High Court Mediation and Conciliation Centre.
6. Learned counsels for the parties submit that the parties have amicably and permanently resolved their disputes in terms of the Settlement Agreement dated 19th May, 2026.
7. Thus, it is jointly submitted that the parties have given their free consent and executed the aforesaid Settlement Agreement without any force, coercion, undue influence or misrepresentation. Accordingly, they submit that the present suit be decreed in terms of the Settlement Agreement.
8. This Court has perused the terms of the Settlement Agreement between the parties, and does not find any impediment in decreeing the suit in terms thereof.
9. Therefore, with the consent of the parties, a consent/compromise



decree is hereby passed in terms of the Settlement Agreement dated 19th May, 2026, and the following directions are issued in this regard:

- i. The parties are hereby bound by the aforesaid Settlement Agreement, and they shall abide by the terms and conditions, as set out therein.
 - ii. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Settlement Agreement dated 19th May, 2026.
10. Accordingly, the suit is decreed in terms of the Settlement Agreement dated 19th May, 2026, which shall form part of the decree.
11. Let the decree sheet be prepared by the Registry, in accordance with the aforesaid consent terms between the parties.
12. Considering the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a Certificate of Refund of full Court Fee in favour of the plaintiff, in accordance with the rules.
13. The Court Fee as paid by the defendant towards the counter-claim is also directed to be refunded. Certificate in this regard shall also be issued by the Registry of this Court in favour of the defendant.
14. With the aforesaid directions, the present suit, along with the pending applications, is accordingly disposed of.

MINI PUSHKARNA, J

MAY 26, 2026

C