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**CNR No.DLWT01-000999-2026
CS (COMM) No.104/26
M/s Synokem Pharmaceuticals Ltd. v. Tariq Ahmad Shah**

Proceedings conducted through Hybrid Mode

03.08.2026

Present: Mr. Prateek Mehta counsel for plaintiff through VC with
Mr. Puneet Sharma, advocate with Mr. Munish, AR of plaintiff
present physically in the Court.
Mr. Adil Muneer Andrabi counsel for defendant with
defendant.

1. Parties want to make some statement. Let their statement be recorded.

Statement of Mr. Tariq Ahmad Shah, aged about 48 years, S/o Late Gulam Nabi Shah, R/o Raj Bagh, Srinagar, Jammu & Kashmir (Mob.No.9419076300).

On SA.

I am defendant in this case. I have amicably settled the matter in dispute with plaintiff company for a total sum of Rs.2,79,401.50 (Rupees Two Lakh Seventy Nine Thousand Four Hundred One and Fifty paise only) as full and final settlement amount against the entire claim made in the present suit. As per terms of settlement, the settlement amount is payable in four equal monthly installments of Rs.69,850/- commencing from September, 2026. The monthly installment is to be paid on or before 5th day of each English calendar month. In case of default of payment of EMIs, I undertake to pay interest on the defaulted amount @ 12% per annum from

the date of default till the date of payment. I assure and undertake to make payment of EMIs as per agreement arrived with plaintiff company. After payment of entire settled amount, parties shall be left with no claims against each other. I have entered into settlement with plaintiff voluntarily, out of my own free will and consent and without any coercion, threat or undue influence from any corner.

RO&AC

(Raj Kumar Tripathi)

District Judge (Commercial Court-05)
West Distt./THC/Delhi/03.08.2026

Statement of Mr. Munish, aged about 26 years, S/o Mr. Shribhagwan, R/o H.No.36, Naharpur, Sector-7, Rohini, Delhi-110 085 (Mob.No.8178886790)

On SA.

I am AR of plaintiff company and have been duly authorized vide Board Resolution dated 30.11.2024 (Ex.PX) to represent the plaintiff company. Thus, by virtue of authorization dated 30.11.2024, I am fully competent to make statement on behalf of plaintiff company.

The plaintiff company filed the present suit for seeking recovery of Rs.5,58,803/- along with *pendente lite* and future interest @ 18% per annum and cost of the suit against defendant.

I state that plaintiff company has amicably settled the matter in dispute with defendant for a total sum of Rs.2,79,401.50 (Rupees Two Lakh Seventy Nine Thousand Four Hundred One and Fifty paise only) as full and final settlement amount against the entire claim made in the present suit. As per terms of settlement, the settlement amount is payable in four equal monthly installments of Rs.69,850/- commencing from September, 2026. The monthly installment is to be paid on or before 5th day of each English

calender month. In case of default of payment of EMIs, defendant has agreed to pay interest on the defaulted amount @ 12% per annum from the date of default till the date of payment. Defendant has assured and undertaken to make payment of EMIs as per agreement arrived with plaintiff company. After payment of entire settled amount, parties shall be left with no claims against each other. I, on behalf of plaintiff company, have entered into settlement with defendant voluntarily, out of my own free will and consent and without any coercion, threat or undue influence from any corner.

In view of amicable settlement of dispute between the parties, I pray that the suit filed by plaintiff may be disposed off as settled/compromised. I further pray that a consent decree may kindly be passed in favour of plaintiff and against the defendant, in terms of settlement arrived between the parties.

RO&AC

(Raj Kumar Tripathi)
District Judge (Commercial Court-05)
West Distt./THC/Delhi/03.08.2026

ORDER

2. Having considered the statement of parties recorded above, this Court is of the view that the settlement arrived between the parties is valid and lawful. Parties have entered into settlement with each other voluntarily, out of their own free will and consent and without any coercion, threat or undue influence from any corner. Thus, there is no legal bar in disposal of the same on the basis of settlement arrived between the parties.

3. In view of above, the instant suit filed by plaintiff is disposed off as settled/compromised. Parties shall remain bound by the terms and conditions of settlement and their statement recorded in the Court today.
4. A consent decree is passed in favour of plaintiff and against the defendant. The statement of parties recorded in the Court shall form part of decree.
5. Parties are left to bear their own cost.
6. Decree sheet be prepared accordingly.
7. As the suit filed by plaintiff is disposed off on the basis of settlement arrived between the parties out of the Court, plaintiff is entitled for refund of court fees in terms of section 16A of The Court Fees Act, 1870. Accordingly, the court fees paid by plaintiff be refunded as per rules. A Certificate for refund of court fees be issued to plaintiff.
8. **File be consigned to Record Room.**

(Raj Kumar Tripathi)
District Judge (Commercial Court-05)
West Distt./THC/Delhi/03.08.2026