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

+ **CS(COMM) 824/2022**

PARMEET SINGH ANAND & ANR

.....Plaintiffs

Through: Ms. Gurkamal Hora Arora, Ms.
Tanya Aggarwa, Advocates with
Plaintiffs in person

versus

SUBHASH CHAND AGGARWAL & ANR Defendants

Through: Mr. Asutosh Lohia, Ms. Shraddha
Bhargava, Ms. Rishika Jain and Ms.
Princy Sharma, Advocates
Mr. Niraj Kumar, Senior Central
Govt. Counsel With Mr. Chaitanya
Kumar, Advocates
Mr. Niraj Kumar, Sr. Central Govt.
Counsel With Mr. Chaitanya Kumar,
Adv. & Mr. Chetan, S.I, PS- Model
Town

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

28.07.2026

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I.A. 19769/2026

1. This is a joint application on behalf of the Parties under Order XXIII Rule 3 of the CPC for passing a decree in terms of the Memorandum of Understanding dated 20.07.2026 (*hereinafter referred to as "MoU"*) entered into between the Parties.
2. The instant Suit is one for specific performance and permanent injunction of the purported Agreement to Sell dated 12.07.2020 in respect of



the entire built up first floor of the freehold property bearing No. A-22 situated in the layout plan of Gujranwala Cooperative House Building Society Limited situated in Gujranwala Town, Delhi-110009 admeasuring 433.75 sq. yds.

3. It is stated that during the pendency of the present Suit, the parties have mutually settled their disputes by way of the MoU. A copy of the MoU entered into between the Parties has been annexed with this application. The entire MoU reads as under:-

This Memorandum of Understanding (hereinafter referred to as the "MOU") is executed at Delhi on this 20th July, 2026, by and between:

Sh. Subhash Chand Aggarwal S/o Sh. Jogi Ram and Smt. Anju Aggarwal W/o Sh. Subhash Chand Aggarwal, both residents of D-134, Mahendru Enclave, New Delhi - 110033 (hereinafter referred to as the "FIRST PARTY")

AND

Sh. Parmeet Singh Anand S/o Sh. Narender Singh Anand and Smt. Gurleen Kaur W/o Sh. Navneet Singh Anand, both residents of 59/41, West Punjabi Bagh, New Delhi - 110026. (hereinafter referred to as the "SECOND PARTY")

(The First Party and Second Party are hereinafter collectively referred to as the "Parties".)

WHEREAS, disputes had previously arisen between the First Party and the Second Party concerning the property located at the First Floor of Municipal No. A-22, Gujranwala Town, Part-I, Delhi-110009.

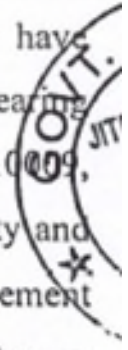
WHEREAS, these disputes resulted in the institution of various legal proceedings, including a civil suit being CS (Compd) No. 824 of 2022 pending before the Hon'ble High Court of Delhi, and criminal proceedings/police complaints including Ct. Case No. 437/2026 pending before Hon'ble JMFC Court and its CR Revision No. 161/2026 is also pending before the Ld. ASJ-4, North, Rohinj, Delhi.



WHEREAS, the parties have now voluntarily, without any force or coercion, and with the intervention of respectable persons, resolved all their disputes.

NOW THIS MOU WITNESSETH AS FOLLOWS:

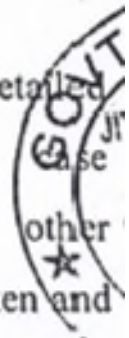
1. Both the First Party and the Second Party hereby declare that they have arrived at a full and final, amicable settlement for peace and tranquility, bringing a quietus to all disputes, differences, claims, and counter-claims amongst them.
2. The parties mutually agree and undertake to render full cooperation to each other to withdraw, dispose off, or quash their respective cases, civil suits, and police complaints filed against each other. Both parties undertake not to file any further cases, complaints, or claims against each other regarding this cause of action.
3. That in terms of the settlement, the First Party have agreed to sell their entire First Floor of Property bearing No. A-22, Gujranwala Town, Part-1, Delhi-110009, admeasuring 433.75 Sq. Yards to the Second Party and accordingly, the parties will execute an Agreement whereby an initial amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) is paid





vide two DD/Pay Order with details (a) Pay Order/DD No.016027 dated 30/06/2026 amounting Rs.1,00,00,000/- (Rupees One Crore Only) in favour of Sh. Subhash Chand Aggarwal and (b) Pay order/DD No. 016026 dated 30/06/2026 amounting Rs.50,00,000/- (Rupees Fifty Lacs Only) in favour of Smt. Anju Aggarwal, both issued by HDFC Bank Ltd., Gujranwala Town Branch, New Delhi has already been paid vide by the Second Party to the First Party. The Second Party also undertakes to pay the remaining outstanding amount out of the total sale consideration as agreed upon between the First Party and Second Party, as per the terms and conditions mentioned in settlement Agreement cum Agreement to sell.

4. Both the parties shall personally appear/make the statement before the Hon'ble JMFC-03 and Hon'ble Additional Session Judge-04, North, Rohini Court, New Delhi and Hon'ble High Court of Delhi for withdrawal of the pending cases.
5. The parties expressly clarify and agree that the detailed financial obligations, sequence of steps for withdrawals, property transfer, and all other comprehensive terms of this resolution will be written and executed in a separate Agreement. This MOU is only for withdrawals of pending Court Cases.





6. This MOU embodies the understanding between the parties, and two copies of MOU are signed in original by both the parties and each to be deemed as original.

IN WITNESS WHEREOF, the parties hereto have signed this MOU on the date and place mentioned above out of their free will and without any undue influence.

4. The Plaintiffs are present in Court today. They state that they have entered into the MoU with Defendants without any undue influence or coercion and have agreed for the Suit to be decreed in terms of the MoU. They state that they have read and understood the contents of the MoU and undertake to abide by the same
5. The Defendant Nos.1 & 2 have joined the proceedings through video conferencing because their daughter has been hospitalized. Defendant Nos.1 & 2 have been identified by their Counsel. They state that they have read and understood the contents of the MoU and undertake to abide by the same.
6. This Court has gone through the MoU, the terms of which are legal and lawful and, therefore, the ingredients of Order XXIII Rule 3 of CPC are satisfied.
7. In view of the fact that the MoU has been signed by all the Parties, the terms of the MoU are legal and lawful, the Parties have entered into the MoU without any influence and coercion and the Parties have read and understood the contents of the MoU, the Suit is disposed of and decreed in terms of the MoU entered into between the Parties. Pending applications, if any, also stand disposed of



8. The Parties shall be bound by the terms of the MoU. The Parties undertake that they would not deviate from the MoU and would co-operate to ensure that the MoU is implemented.
9. Since the Parties have settled the disputes by entering into the MoU, the Plaintiffs are entitled to refund of court fees in terms of Section 16 of the Court Fees Act, 1870.
10. Let the decree sheet be drawn up accordingly.
11. The next date already fixed before the learned Joint Registrar, i.e., 21.09.2026, stands cancelled.

SUBRAMONIUM PRASAD, J

JULY 28, 2026

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