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

+ **CS(COMM) 323/2024, I.A. 8879/2024, I.A. 8881/2024**

ARUN KUMAR JAIN & ORS.

..... Plaintiffs

Through: Mr Lalit Gupta and Mr Ankit Singh,
Advs.

P-1 and P-2 (through VC)

versus

NISHA GUPTA & ORS.

..... Defendants

Through: Mr Suyash Sinha, Adv.

D-1, D-2 and D-7 (through VC)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.04.2024

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I.A. 9276/2024

1. This is an application under Order XXIII Rule 3 CPC for recording the compromise and disposal of the suit.
2. Both the parties i.e. all the 3 plaintiffs and 11 defendants have entered into a settlement.
3. Plaintiff Nos. 1 and 2 are present in Court through VC and have been identified by their counsel Mr Lalit Gupta. It is stated that plaintiff Nos. 1 and 2 also represent plaintiff No.3.
4. Defendant Nos. 1, 2 and 7 are present in Court through VC and have been identified by their counsel Mr Suyash Sinha. It is stated that defendant No. 2 represents defendant No.5 and defendant No.7 also represents defendant No. 6. Mr Suyash Sinha, learned counsel for the defendants also identifies and represents all the defendants.



5. The parties have arrived at a settlement which reads as under:

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- a) *The Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11 admit, acknowledge and accept that the Agreement dated 10.04.2024 is a valid, enforceable and subsisting agreement, terms whereof are binding upon all the parties to the present suit being Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11.*
- b) *The Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11 undertake to this Hon'ble Court that they shall not dispute the correctness, binding nature, enforceability and validity of the Agreement dated 10.04.2024, on any ground whatsoever.*
- c) *The Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11 undertake to this Hon'ble Court that all the terms of the said Agreement dated 10.04.2024 shall remain binding upon Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11. This Agreement dated 10.04.2024 shall form an integral part of the present joint compromise application. A True Copy of Agreement dated 10.04.2024 is already filed along with the present suit as Document No. 8 at Page Nos. 49 to 62.*
- d) *The Plaintiff Nos. 1 to 3 and the Defendant Nos. 1 to 11 undertake to this Hon'ble Court that all of them shall scrupulously comply with all their respective obligations as contained in the Agreement dated 10.04.2024 and a decree of mandatory injunction as per prayer Para (b) of the present suit may kindly be passed against Defendant Nos. 1 to 11.*



- e) *The Defendant Nos. 1 to 11 undertake to this Hon'ble Court that none of them shall enter into any other fresh agreement(s) with any other third parties/entities, except Plaintiff Nos. 1 to 3, regarding the subject matter of Agreement dated 10.04.2024 and a decree of permanent injunction as per prayer Para (c) of the present suit may kindly be passed against Defendant Nos. 1 to 11.*
- f) *The Defendant Nos. 1 to 11 undertake to this Hon'ble Court that none of them shall create any third party interest with regard to shareholding in Delicious Coco Water Private Limited and/or built-up freehold immovable property bearing No. D-13 (Plot No. 13 in Block D), Udyog Nagar Industrial Area, Rohtak Road, Peeragarhi, Delhi-11 0041, and a decree of permanent injunction to that effect may kindly be passed against Defendant Nos. 1 to 11.*
- g) *The Defendant Nos. 1 to 11 admit, acknowledge and accept that the Plaintiff Nos. 1 to 3 shall be fully entitled to directly deal with the occupant/lessee/licensee of immovable property bearing No. D-13 (Plot No. 13 in Block D), Udyog Nagar Industrial Area, Rohtak Road, Peeragarhi, Delhi-110041 and the Defendant Nos. 1 to 11 shall have no claims whatsoever in this regard."*
6. I have gone through the settlement. The settlement is legal and enforceable.
7. Binding the parties to the compromise, the suit is decreed in terms of para 2 of the application. The present application i.e. I.A. 9276/2024 and



agreement shall form part of the decree.

8. Mr Gupta, learned counsel for the plaintiffs presses I.A. 8880/2024. He states that since the matter has been settled, the plaintiffs may be exempted from paying the court fees. Mr Gupta relies on the judgment of this Court titled as “**Leena Paliwal v. Neetu Gupta & Anr**” [CS (OS) 331/2022] which reads as under:-

“9. The parties shall remain bound by the terms of the Settlement.

10. Accordingly, the suit along with pending applications stands disposed of.

11. Since the suit has been settled between the parties within four days of its institution, the plaintiff seeks exemption from the payment of Court Fees.

12. Vide order dated 31st May, 2022, the plaintiff was given two weeks time to pay the court fees.

*13. In view of the observations of the Supreme Court in the judgment of **High Court of Judicature at Madras, Represented by its Registrar General v. M.C. Subramaniam and Ors.**, (2021) 3 SCC 560, followed by this Court in **Western Infrabuild Products LLP v. Western Steel India and Ors.**, 2022 (89) PTC 407 (Del), the plaintiff is entitled to refund of the entire court fees, if paid. Since the court fees is yet to be paid in the present suit, the plaintiff is granted exemption from the payment of the court fees.”*

9. I have also held a similar view in “**Arun Kumar Jain & Ors. v. Nisha Gupta & Ors.**” [CS (COMM) 323/2024].



10. In this view of the matter, the plaintiffs are exempted from filing the Court fees in view of the settlement. The plaintiffs voluntarily state that they will make a donation of Rs. 50,000/- to Delhi High Court Bar Association. Let the same be done within six weeks from today.

11. It is stated that in the order dated 23.04.2024 (paragraph 10), the name of learned counsel for the defendant has wrongly been mentioned as Mr Sumit Sinha in place of Mr Suyash Sinha. Hence, in the order dated 23.04.2024, the name of learned counsel for the defendant be read as Mr Suyash Sinha instead of Mr Sumit Sinha.

12. The suit is disposed of.

13. The date(s) already fixed stands cancelled.

14. *Dasti.*

JASMEET SINGH, J

APRIL 26, 2024

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Click here to check corrigendum, if any