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

+ **CS(OS) 438/2021, I.A. 11906/2021**

RAJESH BANSAL Plaintiff

Through: (Appearance not given)

versus

AJAY GARG & ORS. Defendants

Through: Mr.Rajeev Sharma, Adv. for D-1 and D-2.

Ms.Swati Agarwal, Mr.Mohit Singh
and Ms.Ritika Bansal, Advts. for D-3/WhatsApp LLC.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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24.01.2024

It has been submitted that the parties have amicably settled the matter before the Delhi High Court Mediation and Conciliation Centre and have entered into the settlement agreement dated 22.09.2023 on the following terms and conditions:

"1. That all the parties hereby amicably settle all the disputes between them with regard to alleged loss of goodwill and reputation due to alleged defamatory message(s), note(s), photo(s) in Civil Suit CS (OS) 438 of 2021 pending before Hon'ble High Court of Delhi.

2. That as part of the settlement, the First Party shall withdraw the above mentioned civil suit CS (OS) 438 of 2021 which is pending before Hon'ble High Court of Delhi on the next effective date of hearing. The First Party shall bear all the expenses in this regard, if any, for the said purpose.

3. That the Second and Third Party agrees to not to indulge in any defamatory act against the First Party with regard to the alleged defamatory message(s), note(s), photo(s) in the suit or by any other means, in the future, that may affect the goodwill and



reputation of the First Party, in any manner whatsoever.

4. The First party shall not file any other case, civil or criminal, against Second and/or Third party, and/or Defendant No. 3, 4, 5 of the above mentioned pending suit with regard to the alleged defamatory message(s), note(s), photo(s) in the above said suit.

5. That the First Party represents that apart from pending litigation [CS (OS) 438 of 2021] as recorded in this agreement, no other litigation, civil or criminal, is pending before any Court and/or Authority at its behest, against the Second, and/or Third Party, and/or Defendant No. 3, 4, 5 of the hbove mentioned pending suit, and further undertakes that in case, any of such matter is found pending against the Second and/or Third Party and/or Defendant No. 3, 4, 5 of the above mentioned pending suit, the same shall also be unequivocally withdrawn in furtherance of this agreement within a period of 15 days.

6. That the Second Party and Third Party also represents that they have not filed any litigation, civil or criminal, before any Court and/or Authority at their behest, against the First Party, and further undertakes that in case, any of Such matter is found pending against the First Party, the same shall also be unequivocally withdrawn in furtherance of this agreement within a period of 15 days and also undertakes not to file any such litigation against the First Party, in relation to cause of action in above mentioned Civil Suit.

7. That the First Party accepts that the Defendant No. 3 and 4 are social media platforms and falls under the category of an 'Intermediary' as per Section 2(l)(w) of the Information Technology Act 2000, and are, thus, immune from any liability under the said Act. The First Party further accepts that Defendant No. 3 and 4 have no direct role in the present suit and the main matter is between the First Party being the Plaintiff, and Second & Third Party being Defendant No. 1 and 2 respectively. The First Party also foregoes its right with respect to any and all the reliefs claimed against Defendant No. 3 and 4 in the plaint.

8. That the First Party represents that Defendant No. 5 in the above mentioned suit is a mere proforma Defendant and has no direct or indirect role in this matter and no relief was claimed



against the said Defendant.

9. That it is agreed between the parties that after the withdrawal of the above said suit before the Hon'ble High Court of Delhi, all the parties shall not be left with any claim, whatsoever in nature, against each other, with respect to the above said matter.

10. That by signing the present Settlement Agreement, the parties undertake that all the disputes and differences between them have been resolved and no claims or demands remain amongst them.

11. The Hon'ble Court may consider refund of the court fees to the First Party in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.

12. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future in terms of the Settlement Agreement.

13. The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and they undertake to be bound by the terms thereof.

Defendant No. 1 is present in person. He submits that the terms and conditions of the settlement agreement have been complied with and the Learned counsels for Defendants No. 3 and 4 submit that they are not the contesting parties. Further, Defendants No. 1 and 2 are held bound by the terms and conditions of the settlement.

In view of the settlement in between the parties, the present suit stands disposed of as compromised.

DINESH KUMAR SHARMA, J

JANUARY 24, 2024/rb