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

+ **CS(OS) 771/2022 & I.A. 41307/2024**

RESILIENT INNOVATIONS PRIVATE LIMITEDPlaintiff

Through: Mr. Amit Sibal, Sr. Adv, Mr. Sourabh
Rath and Ms. Megha Janakiranan,
Advocates

versus

MADHURI JAIN GROVER & ORS.Defendants

Through: Mr. Giriraj Subramaniam, Mr.
Siddhant Juyal, Ms. Veda Singh and
Mr. Akhilesh Talluri, Advocates for
D-1 and D-2

Ms. Smiti Verma, Mr. Pranay Chitale,
Ms. Beleena Biju and Mr. Aryan
Shanker, Advocates for D-3 to D-5.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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04.10.2024

I.A. 41307/2024 (under order XXIII Rule 3 read with 151 of CPC seeking disposal of the present suit)

1. This is an application filed by the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) seeking decree in terms of the settlement agreement dated 30.09.2024 ('settlement agreement') executed between the plaintiff and defendant nos. 1 to 5.

2. The application is signed by all the parties and is supported by the affidavits of all the parties. The settlement agreement is annexed with the application and the settlement agreement has been signed by all the parties



by affixing their Aadhaar-based digital signatures.

3. The parties pray that the suit be decreed in terms of the settlement agreement dated 30.09.2024.

4. Learned counsel for the parties' state that the settlement agreement comprehensively settles all the issues, which have arisen between the parties and is a subject matter of the present suit. They state that amongst the terms and conditions of the settlement, parties have also undertaken mutual obligations to not publish or post inter-alia any defamatory or derogatory statement as well as not write any e-mails, letters or correspondence to any person/entity which contains any defamatory or derogatory statements against each other. They state that the said obligation is specifically recorded stipulated at clauses 5.2(d) and 5.2(e) of the settlement agreement. The parties state that each of the obligations stipulated under the settlement agreement are equally vital and essential and reference to clauses 5.2(d) and 5.2(e) is illustrative.

5. This Court has perused the settlement agreement and is satisfied that the parties have arrived at a lawful settlement. It is also apparent that parties have entered into the settlement agreement after obtaining legal advice and without any coercion. Having regard to the aforesaid, there does not appear to be any impediment in grant of a decree in terms of the settlement agreement.

6. In view of the fact that the parties have arrived at said settlement out of their own free will, accordingly, this Court deems it appropriate to take the terms of the settlement agreement on record and decree the suit in terms thereof. The parties are hereby, bound down to the terms and conditions stipulated under the agreement and are directed not to act in any manner,



which derogates from the obligations and undertakings recorded herein.

7. The suit i.e., CS(OS) 771/2022 is hereby decreed in terms of the settlement agreement dated 30.09.2024, which terms and conditions shall form part of the decree. The decree shall be drawn up accordingly.
8. Interim orders stand vacated
9. All pending applications shall stand disposed of.
10. All further dates of hearing in the suit are hereby cancelled.
11. The registry is directed not to list this matter any further.

OCTOBER 4, 2024/mt/ms

MANMEET PRITAM SINGH ARORA, J

Click here to check corrigendum, if any