



\$~33

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

+ **CS(OS) 794/2023 & I.A. 8419/2024**

PANKAJ KUMAR JAIN

.....Plaintiff

Through: Mr. Abhishek Aggarwal, Advocate
along with plaintiff in person

versus

PAWAN KUMAR JAIN

.....Defendant

Through: Ms. Ramisha Jain, Advocate for D-1
to D-3 with D-2 (through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

11.11.2024

%

1. The plaintiff is present in person and is identified by learned counsel.
2. Learned counsel for the defendant states that a settlement agreement has been executed between the parties before Samadhan-Delhi High Court Mediation and Conciliation Centre on 30.07.2024. She states that the settlement agreement dated 30.07.2024 has been substantially implemented and the defendants undertake to execute the lease deed and/or the gift deed in favour of the plaintiff as and when he sells the properties which have been agreed to be transferred in his favour and/or whenever he calls upon the defendants to execute the same. She states that the suit can be decreed in terms of this agreement.
3. The plaintiff who is present in person confirms the due execution of the settlement agreement and states that he is satisfied with the terms and conditions settlement arrived between the parties.
4. The Supreme Court in **Afcons Infrastructure Ltd. Vs. Cherian**



Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24 while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

5. This Court has perused the terms of the settlement agreement dated 30.07.2024 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC. The compromise contained in the said settlement agreement is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement agreement.

6. The statements/undertakings given by the parties are accepted by this Court and the party were held bound by the same.

7. The suit is hereby decreed. The settlement agreement dated 30.07.2024 shall form part of the decree. The registry is directed to draw up a decree in terms thereof.

8. Pending applications are disposed of.

9. Interim orders, if any, stands vacated.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 11, 2024/msh/MG

Click here to check corrigendum, if any