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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 82/2025 & I.A. 2525/2025 I.A. 24257/2025  
AKG EXTRUSIONS PVT LTD & ANR. ....Plaintiffs

Through: Mr. Ishan Harlalka, Adv.

versus

KESHAV PANSARI & ANR. ....Defendants

Through: Mr. Anas Tanwir, Mr. Ebad Ur  
Rahman, Ms. Zainab Shaikh, Mr.  
Fakhre Alam and Mr. Saddam  
Hussain, Advs. for D-1  
Defendant no. 1 in person

**CORAM:**  
**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**  
**25.09.2025**

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**I.A. 24257/2025**

1. The present application has been filed jointly by the plaintiffs and defendant under Order XXIII Rule 3 Code of Civil Procedure, 1908 ('CPC') seeking the passing of a decree based on the compromise arrived at between the parties.
2. Defendant no. 1 has joined the proceedings through video conferencing link and is identified by the counsel for the plaintiffs.
3. The application is duly signed by the authorised representatives of the plaintiffs and the defendant no.1 and is supported by their respective affidavits.
4. Annexed with the application is a Settlement Agreement dated



12.08.2025 (hereinafter 'Settlement Agreement'), executed between the plaintiffs and defendant no.1.

5. This Court has heard the learned counsels for the plaintiffs and the defendant No.1 and perused the Settlement Agreement dated 12.08.2025.

6. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 12.08.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

7. The compromise contained in the aforesaid Settlement Agreement dated 12.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 12.08.2025.

8. The statements given by the parties are accepted by this Court and parties are bound by the same.

9. The statements and undertakings given by the parties are accepted by this Court and parties are bound by the same.

10. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement dated 12.08.2025 shall form part of the said decree.

11. Learned counsel for the plaintiff states that since the parties have arrived at an out-of-court settlement, the Court fee be partially refunded.

12. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of Plaintiff within four (4) weeks, in accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870 (as applicable to Delhi).

13. Accordingly, the application stands disposed of.



**CS(COMM) 82/2025**

14. In view of the order passed above in I.A. 24257/2025, the suit is decreed in favour of the plaintiffs and against the defendant no.1 in terms of the Settlement Agreement dated 12.08.2025.
15. The parties are hereby directed to abide by terms of the Settlement.
16. Decree sheet be drawn up accordingly.
17. Pending applications, if any stand disposed of.
18. All the future dates stand cancelled.
19. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

**MANMEET PRITAM SINGH ARORA, J**

**SEPTEMBER 25, 2025/hp/AJ**