



\$~19 (25.11.2025)

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 79/2023 & I.A. 2797/2023 I.A. 13772/2023 I.A. 17979/2023 I.A. 25126/2023 I.A. 29413/2025**

**HEWEPRO CAPITAL PRIVATE LIMITED & ANR.**

.....Plaintiffs

Through: Mr. Raghav Bhalla, Ms. Aparna Sharma, Mr. Bhavesh, Advocates

versus

**AIF PMS EXPERTS INDIA PVT LTD & ANR.**

.....Defendants

Through: Ms. Meenakshi Ogra, Mr. Tarun Khurana, Mr. Samrat S Kang, Mr. Vishnu Gambhir, Ms. Chaavi Pande, Mr. Ritvit Jha, Adv.

**CORAM:**

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

**ORDER**

% **26.11.2025**

**This matter is taken up today on account of public holiday declared on 25.11.2025 on the occasion of 350<sup>th</sup> anniversary of 'Guru Teg Bahadur's Martyrdom Day'.**

**I.A. 29413/2025**(under Order XXIII Rule 3 read with Section 151 CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ['CPC'], jointly filed by the plaintiffs and defendant no. 1 for recording of the settlement between the parties and for passing of a decree in terms of the Settlement Agreement dated 01.08.2025.

2. Settlement Agreement dated 01.08.2025 executed between the parties



has been received from the Registry.

3. Learned counsel for the plaintiffs and defendant no. 1 state that all obligations under the settlement agreement dated 01.08.2025 have been performed by the parties except the obligations under clauses 7 and 8 of the Settlement Agreement dated 01.08.2025 which will be performed after passing of the order today. They state that parties undertake that shall remain bound by the terms of the Settlement Agreement dated 01.08.2025.

4. This Court has heard the learned counsel for the plaintiffs and the defendant no. 1 and perused the Settlement Agreement dated 01.08.2025.

5. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**<sup>1</sup>, while dealing with the Section 89 of CPC has observed that a Settlement Agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

6. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 01.08.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

7. The compromise contained in the aforesaid Settlement Agreement dated 01.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 01.08.2025.

8. The statements and undertaking given by the parties are accepted by

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<sup>1</sup> (2010) 8 SCC 24.



this Court and the parties are held bound by the same.

9. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 01.08.2025 executed between the parties. Settlement agreement filed along with the captioned application is marked as **Exhibit-C**.

10. The Registry of this Court is directed to prepare a decree in terms of this order and is directed that the Settlement Agreement dated 01.08.2025 shall form part of the said decree.

11. Pending applications, if any, stand disposed of.

12. Future dates, if any, stand cancelled.

13. 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**

**NOVEMBER 26, 2025/mt/IB**