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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA(COMM) 82/2025, CM APPL. 7646/2025-Stay, CM APPL.
7647/2025-Exp

M/S ANNAPURNA BHANDARAPPELLANT

Through: Advocate (appearance not given)

versus

SUNITA GUPTARESPONDENT

Through: Mr. Anunaya Mehta, Mr. Vidhan
Malik and Ms. Kunika Champawat,
Advocates.

CORAM:
HON'BLE MS. JUSTICE REKHA PALLI
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER
11.02.2025

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1. The present appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 seeks to assail the judgment and decree dated 30.11.2024 passed by the learned District Judge (Commercial), Central, Tis Hazari Courts, New Delhi, in CS (COMM) No.260/2024.
2. Vide the impugned judgment, the learned Trial Court has allowed the application preferred by the respondent/ plaintiff under Order XIII A of the Commercial Courts Act, 2015 and passed a decree for possession in favour of the respondent and against the appellant/ defendant in respect of property bearing No.1463, Fountain Chowk, Main Road, Chandni Chowk, Delhi as shown in the site plan Exhibit- C1.



3. On 07.02.2025, after this Court had heard the learned counsel for parties at some length, the matter was adjourned to enable the parties to make an endeavour to arrive at an amicable settlement by the appellant undertaking to vacate the suit premises within the agreed time period.

4. Today, learned counsel for the parties submit that the parties have arrived at an amicable settlement wherein the appellant has agreed to vacate the suit properties bearing No.1463, Fountain Chowk, Main Road, Chandni Chowk, Delhi and handover peaceful vacant possession to the respondent on or before 31.12.2025.

5. Learned counsel for the parties hand over a copy of the agreed terms of settlement, which are taken on record and for purpose of clarity, noted hereinbelow as well:-

“1. Appellants shall vacate the suit property No. 1463, Fountain Chowk, Main Road, Chandni Chowk, Delhi-110006 and handover peaceful vacant possession to the respondent on or before 31st December 2025.

2. The Appellant acknowledges ownership of the suit property with the Respondent and shall not make any claim or undertake any action adverse to the ownership of the respondent over the suit property.

3. The respondent agrees to waive all claims towards arrears or rent and mesne profits against the Appellant for occupation of the premises till 31st December 2025.

4. In the meanwhile, the Appellant would not sub-let, assign or part with possession of the property; and shall not make any material changes/ alteration to the property.



5. The Appellant shall not make any monetary claims against the Respondent on any cost, including cost of structure etc.

6. The decision to settle the matter in the above terms has been made by all partners of the Appellant partnership firm; and that on no occasion would either partner claim otherwise. Affidavits of undertaking would be filed by each of the partners.

7. Appeal may be disposed of in terms of the settlement. The parties shall also request for disposal of the suit in the above terms.”

6. In the light of the aforesaid, the appeal alongwith the accompanying application is, disposed of in view of the agreed terms of settlement. Subject to the appellant complying with the aforesaid terms of settlement, the impugned judgment will no longer be enforceable. Needless to state, the parties will remain bound by the aforesaid terms of the settlement as recorded hereinabove.

7. Further, the appellant is directed to file affidavits of undertaking of all its five partners reiterating the terms of the aforesaid settlement within a period of two weeks. We make it clear that in case the appellant fails to abide by the terms of the settlement, the respondent will not only be entitled to seek execution of the impugned judgment and decree as per law, but also to initiate contempt proceedings against all the five partners of the appellant.

REKHA PALLI, J

SAURABH BANERJEE, J

FEBRUARY 11, 2025/akr