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

+ CS(OS) 150/2025, I.A. 6043/2025, I.A. 6044/2025, I.A.13328/2025 & I.A.13474/2025

RAJIV NATH REKHI & ANR.Plaintiffs

Through: Mr. Vishaka Gupta and Mr. Kshitij Maheshwari, Advs.

versus

BIGJOS INFRAESTATE LIMITED & ANR.Defendants

Through: Ms. Varsha Agarwal and Mr. Shubham Singhal, Advs.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% 26.05.2025

1. The parties appear to have amicably settled their grievance by way of the settlement agreement dated 29.04.2025. They, therefore, submit that the suit be decreed in terms thereto.
2. Order XXIII, Rule 3 authorizes the Court to pass a decree on a compromise wherein the parties to the dispute have made an arrangement to settle the dispute. It has been comprehensively stated in the provision that the settlement arrived at should meet the essentials laid down therein, namely, (i) the compromise is lawful (ii) it is reduced in writing (iii) it is duly signed by the parties arriving at the compromise.
3. The settlement has been agreed upon without fear or coercion and the parties appear to have entered into the settlement agreement on their own volition.



4. The Court is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified Order XXIII, Rule 3. Therefore, the parties shall be bound by the aforesaid settlement agreement.
5. In view of the aforesaid, the civil suit stands decreed in terms of the settlement agreement.
6. The Registry is directed to draw-up a decree sheet.
7. Learned counsel appearing for the parties further points out that there appears to be some delay in payment of second installment.
8. Learned counsel appearing for the defendants, on instructions, submits that the delay has been caused on account of unavoidable circumstances and the payment in question shall be made by 28.05.2025 regarding second installment.
9. The defendants also consented that in order to compensate for the delay of second installment; the payment of third installment would also be made by 28.05.2025 which according to the agreement is payable on 10.06.2025.
10. The aforesaid statement is taken on record.
11. In view of the aforesaid, since the matter has been settled before the Mediation Centre, the entire court fees shall be refunded to the plaintiffs.
12. The suit stands disposed of.

PURUSHAINDR KUMAR KAURAV, J
MAY 26, 2025/p/@m

[Click here to check corrigendum, if any](#)