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

\+ CS(COMM) 76/2020

ASHOK KUMAR .....Plaintiff

Through: Mr. H. L. Tiku, Sr. Adv with Ms. Yashmeeet Kaur, Mr. Rahul Regmi and Mr. Hitesh Wadhwa, Advs.

versus

DWARIKA INFOCOM PVT. LTD. & ORS. .....Defendants

Through:

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

<u>O R D E R</u>

% 12.11.2025

<u>I.A. 27646/2025 (BY PLAINTIFF AND DEFENDANT NO.1 - APPLICATION U/O 23 R. 3 OF THE CPC- TO DECREE THE SUIT)</u>

1. The instant is a joint application filed by the plaintiff and defendant no.1. Learned counsel appearing on behalf of them submit that they have amicably resolved the dispute, and the terms of the settlement is mentioned in paragraph no. 2 of the present application. The paragraph no.2 is extracted as under:

> "*2. That the Plaintiff and Defendant No. 1 have arrived at an amicable settlement on the following terms and conditions:*
> *(i) Defendant No. 1 agrees and undertakes to this Hon'ble Court to pay a total sum of Rs. 2,25,00,000/- (Rupees Two Crore Twenty Five Lakhs only) to the Plaintiff, in the manner detailed below.*
> *(ii) That Defendant No. 1 is paying a sum of Rs. 75,00,000/- (Rupees*

Seventy Five Lakhs only) by way of cheque bearing no. 000314 dated 27.10.2025 drawn on HDFC Bank in favour of the Plaintiff. The said instrument(s) shall be handed over to the Plaintiff before this Hon'ble Court at the time of listing of the present application.

(iii) The balance sum of Rs. 1,50,00,000/- (Rupees One Crore fifty Lakhs only) shall be paid by Defendant No. 1 by way of post dated cheques, to be handed over before this Hon'ble Court at the time of hearing of the present application. The cheque details are as follows:

S.NO.	*Cheque No.*	*Date*	*Drawn on bank*	*Amount*
1.	*000315*	*27.11.2025*	*HDFC BANK*	*50,00,000/-*
1.	*000316*	*25.03.2026*	*HDFC BANK*	*1,00,00,000/-*

(iv). That Defendant No. 1 undertakes to this Hon'ble Court that the above-mentioned post-dated cheque shall be honoured upon presentation and shall not be dishonoured under any circumstances. Defendant No. 1 further undertakes to maintain sufficient funds in the bank account at all times and shall not issue any stop payment instructions or close the said bank account until all cheques have been cleared."

2. For the reasons stated in the application the instant application is allowed.

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3. Consequent to the order passed in the joint application i.e. I.A. 27646/2025, the matter stands settled and the terms of settlement have been recorded in paragraph no.2 thereof. A perusal of the same would show that the same are strictly in conformity with the provisions under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC).

4. Order XXIII, Rule 3 of the CPC authorises 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.

5. 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.

6. 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 of the CPC. Therefore, the parties shall be bound by the aforesaid settlement agreement.

7. In view of the aforesaid, the civil suit stands decreed in terms of the settlement agreement.

8. The Registry is directed to draw-up a decree sheet.

9. The civil suit along with the pending applications stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

NOVEMBER 12, 2025
aks/amg