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

+ **CS(OS) 785/2001**

MANMOHAN MANCHANDAPlaintiff

Through: Plaintiff in person.

versus

YASH PAL MANCHANDADefendant

Through: Defendant in person.

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+ **TEST.CAS. 32/2001 & I.A. 8757/2006**

SARITA MANCHANDA & ORSPetitioners

Through: Ms. Sumiti Manchanda and Mr. H. S.
Gautam, Advs.

versus

THE STATE & ORSRespondents

Through: Appearance not given.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **29.05.2025**

1. The parties who appear contend that the controversy stands settled in terms of the settlement agreement dated 30.04.2025. They jointly submit that the suit be decreed in terms thereto.
2. Order XXIII, Rule 3 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.

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, both the civil suits stand decreed in terms of the settlement agreement dated 30.04.2025.

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

7. Let the settlement agreement be form part of the decree.

8. Suits stand disposed of.

PURUSHAINDR KUMAR KAURAV, J

MAY 29, 2025/P/SPH

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