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

+ **CS(OS) 242/2024**

GUTAM BISWAS

.....Plaintiff

Through: Ms. Geetanjali Mohan, Adv.

versus

SAMIR BISWAS & ORS.

.....Defendants

Through: Mr. Kamlesh Ohja, Adv. for D-1 and
7 (ii)
Ms. Kirti Mewar and Mr. Ajay Lulla,
Adv. for D-10 and 11

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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07.04.2025

I.A. 8921/2025 (under Section 151 CPC, 1908 for passing a judgment and decree in terms of settlement dated 01.04.2025)

1. It is submitted by the parties that the matter stood settled before the Delhi High Court Mediation and Conciliation Centre, and the terms of settlement have been recorded *vide* settlement dated 01.04.2025.
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. The civil suit, along with the pending applications, stands disposed of.

8. The date already fixed, stands cancelled.

PURUSHAINDR KUMAR KAURAV, J

APRIL 7, 2025/DPA/SP

Click here to check corrigendum, if any