



\$~O-54

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

+ **CS(OS) 121/2020**

NAS

.....Plaintiff

Through: Mr. Dayan Krishnan, Senior Advocate with Ms. Malavika Rajkotia, Mr. Rishab Sancheti, Mr. Pranaya Goyal, Mr. Dharav Shah, Mr. Sukrit Seth, Ms. Apoorva Kaushik, Ms. AAKriti Tyagi, Mr. Suyash Goverdhan, Mr. Dhawal Desai and Mr. Mayank Grover, Advs.

versus

DELHI GUEST HOUSE SERVICES PRIVATE LIMITED & ORS.

.....Defendants

Through: Mr. Sanjeev Puri, Sr. Adv. with Ms. Anindita R. Chowdhury, Ms. Vatsala Rai and Mr. Saurabh Batra, Advs. for D-1, 2, 4, 5, 6 and 10.
Mr. Rohit Puri and Mr. Abhinav Tyagi, Advs. for D-8.
Mr. Amit George, Ms. Sugandh Kochhar, Mr. V. Bharadwaj and Ms. Srishti, Advs. for D-9.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

%

16.01.2025

I.A. 1079/2025 (filed on behalf of plaintiff and defendant No.5 seeking disposal of the matter in terms of the settlement/compromise)

I.A. 1080/2025 (filed on behalf of plaintiff and defendant No.5 seeking permission to file documents in a sealed cover)



1. At the outset, the Court reiterates the observations that stood recorded by the Division Bench of this Court in the order dated 23.12.2024, with respect to the interest of respondent No.9, stating that the same shall not be compromised in any manner, whatsoever, by virtue of the settlement which is proposed to be recorded by this Court.

2. Heard, Mr. Dayan Krishnan and Mr. Sanjeev Puri, learned Senior Counsel appearing for the plaintiff and contesting defendant, respectively.

3. A joint application bearing no. I.A. 1080/2025 under Order XXIII Rule 3, read with Section 151 of the Code of Civil Procedure, 1908 (CPC) has been filed for the following reliefs:

“1. Allow the Applicants to file the Settlement Agreement and the Amended and Restated Deed of Trust in a sealed cover envelope to be made available only to this Hon’ble Court;”

4. Order XXIII, Rule 3 of the CPC 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.

5. The parties have tendered the original settlement agreement dated 13.01.2025, for the perusal of this Court, which stands returned.

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 CPC.

7. Let a photocopy of the original settlement agreement be placed in a sealed cover before the Registrar General of this Court by the Local



Commissioner appointed by this Court.

8. With the consent of the parties and having noticed that the settlement has been agreed upon between the parties without fear or coercion on their own volition, the Court approves the same and deems it appropriate to decree the instant civil suit in terms of the settlement agreement dated 13.01.2025.

9. The parties to the settlement agreement shall be bound by the terms of the same.

10. Accordingly, the instant applications stand disposed of.

CS(OS) 121/2020

11. In view of the order passed in the applications, the suit stands decreed.

12. Accordingly, the suit stands disposed of along with the pending applications.

13. The date already fixed i.e. 01.04.2025 stands cancelled.

PURUSHAINdra KUMAR KAURAV, J
JANUARY 16, 2025/P/MJO