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

+ **CS(COMM) 396/2025**

M/S BDR BUILDTECH PVT. LTD.

.....Plaintiff

Through: Ms. Akanksha Kaul, Mr. Harsh Sethi
and Mr. Anant Nigam, Advocates.

versus

MRS. ANJALI SISODIA

.....Defendant

Through: Mr. Avneesh Saran, Advocate.
Mr. Shashank Sharma, Advocate.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **08.07.2025**

I.A. 15745/2025 (under Order XXIII Rule 3 of CPC)

1. The applicant/plaintiff, *vide* the instant application, prays for the following reliefs:-

"A. Decree the present Suit in terms of the Settlement Agreement dated 05.06.2025;

B. Refund the court fees deposited by the Plaintiffs in the present Suit."

2. It is submitted that the matter stood settled and the terms of settlement have been recorded *vide* settlement dated 05.06.2025.

3. The Court has perused the settlement dated 05.06.2025, which confirms the criteria laid down under the relevant provisions.

4. 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.

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 the due procedure and meeting the essentials specified Order XXIII, Rule 3. 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, and the settlement agreement dated 05.06.2025 shall also form part of the decree.

9. The civil suit bearing CS(COMM) 396/2025, along with the pending application(s), if any, stands disposed of.

10. It be noted that the reference with respect to the quantum of refund of Court fees in cases where parties settle their disputes privately, without intervention of any ADR mechanism, is still pending before the Division Bench in the case of CS(COMM) 98/2023 titled as ***V Guard Industries Ltd v. Ms Mahavir Home Appliances And Anr.***

11. Accordingly, the Court deems it appropriate to direct for refund of 50% of the Court fee.

12. The date already fixed, i.e., 31.07.2025, stands cancelled.

JULY 8, 2025/Nc/sp

PURUSHAINdra KUMAR KAURAV, J

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