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

+ **CS(OS) 292/2025**

MRS. SANGEETA MAHAJAN

.....Plaintiff

Through: Mr. Vibhor Garg and Ms. Yadavi
Malhotra, Advocates.

versus

MRS. ANSHUL ARORA & ANR.

.....Defendants

Through: Ms. Damini Chawla, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

26.09.2025

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I.A. 24354/2025

1. This application is filed on behalf of the Plaintiff under Order XXIII Rule 1 CPC for withdrawal of the present suit in light of the settlement between the parties before the Delhi High Court Mediation and Conciliation Centre.
2. This suit is filed by the Plaintiff for cancellation of sale deeds, specific performance, permanent injunction and recovery. During the pendency of the suit, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where they have amicably settled all their disputes and have executed a Settlement Agreement dated 13.08.2025 incorporating the terms of settlement. For ready reference, the relevant terms of settlement are as follows:-



- “1. That the First Party acknowledges the receipt of entire sale deed consideration as mentioned in the sale deed dated 18.03.2024 and 09.04.2024.*
- 2. That the parties agree to abide by the terms of the registered sale deeds dated 18.03.2024 and 09.04.2024.*
- 3. That the parties agree not to challenge or initiate any litigation pertaining to title or possession of the property bearing no. B-492, New Friends Colony New Delhi, which has been sold through the aforementioned registered sale deeds dated 18.03.2024 and 09.04.2024.*
- 4. That the Parties agree that in case any matter, claim, complaint or any other litigation which has been initiated or is pending before any court or tribunal initiated by either of the parties against each other concerning the aforementioned sale deeds the same shall be forthwith withdrawn.*
- 5. That the First Party undertakes to withdraw the proceedings initiated by the First Party against the second party under section 138 of the Negotiable instruments act bearing no. CT Cases No. 1683/2025 which is pending before the court of Id. Judicial Magistrate First Class, South East District, Saket Courts, Delhi for which an appropriate application has already been filed.*
- 6. That the First Party agrees to withdraw the CS (OS) 292/2025 by moving an appropriate application within 15 days of the execution of the present settlement agreement.*
- 7. That the parties hereto have entered into the present Settlement Agreement with their own free will and volition, without any force, pressure, coercion or undue influence. The parties hereto further undertake to abide by the terms of the present Settlement Agreement and not to violate the same under any circumstances.*
- 8. That the parties hereto assure that they shall be present personally or through their authorised representatives and make appropriate statement(s) before the Court as and when required for giving full effect to the terms of the present settlement agreement.*



9. That it is agreed, understood and acknowledged that in the event either party commits any willful or deliberate default in performing their part of the obligations as contained in the present Settlement Agreement, then the defaulting party shall be held to be in contempt in accordance with the Contempt of Court Act 1971. Besides this, the non-defaulting party shall be entitled to enforce the terms and conditions as contained in the present Settlement Agreement by taking out execution proceedings before the court of law or by any other means available to the party in law, at the cost, risk and consequence(s) of the defaulting party.

10. That by signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all their inter-se disputes and differences have been amicably settled by the parties hereto through the process of mediation.

11. The First Party shall make the request to the Hon'ble Court for refund of entire court fee paid by him, in terms of Section 16 of the Court Fee Act, 1870 to which the Second Party has no objection.”

3. Issue notice.

4. Ms. Damini Chawla, learned counsel for the Defendants accepts notice. Court has perused the terms of the Agreement and finds the same to be lawful. Accordingly, this application is allowed recording the settlement and permitting the Plaintiff to withdraw the suit.

5. Application stands disposed of.

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6. This suit is disposed of as withdrawn in light of the settlement between the parties. Since the suit was instituted in 2025 and has been settled at an early stage before the Delhi High Court Mediation and Conciliation Centre, the Plaintiff is held entitled to refund of the Court fee.



7. Dates of 29.10.2025 before Court and 17.10.2025 before the learned Joint Registrar stand cancelled.

SEPTEMBER 26, 2025/RW

JYOTI SINGH, J