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

+ **CS(OS) 1203/2010**

M/S SHREE JEE INFRASTRUCTURE & DEVELOPERS PVT LTD

.....Plaintiff

Through: **Ms. Aakriti Dawar, Advocate.**

versus

JAGDISH & ORS

.....Defendants

Through: **Mr. Ashish with Mr. Vishvender Singh, Advocates for D1 to D3.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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08.10.2025

1. It is submitted by the parties that the matter stands settled amicably and the terms of settlement have been recorded *vide* settlement dated 15.07.2025. The settlement agreement dated 15.07.2025 has been placed on record. The parties are also present during the course of hearing. It is submitted that the suit be decreed in terms of the settlement agreement. The settlement agreement has been perused.

2. Order XXIII, Rule 3 of the Civil Procedure Code, 1908 (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.

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 of the CPC. Therefore, the parties shall be bound by the aforesaid settlement agreement.

5. In view of the aforesaid, the suit stands decreed in terms of the settlement agreement.

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

7. The entire court fees be refunded to the plaintiff.

8. The suit stands disposed of.

PURUSHAINDR KUMAR KAURAV, J

OCTOBER 8, 2025

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