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

+ **CS(COMM) 622/2022 & I.A. 12550/2023**

RAHUL PARIKH AND ORS

.....Plaintiffs

Through: Mr. Siddharth Bambha and Ms.
Nandna Menon, Advs. for P-1, 4 & 5.
Mr. Sanjeev Singh, Adv. for P-2 & 3.

versus

**NATIONAL BUILDING CONSTRUCTION CORPORATION
LTD(NBCC)**

Through: Mr. Kush Sharma, Mr. Nishchaya
Nigam and Ms. Vagmi Singh, Advs

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

28.03.2025

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1. Heard learned counsel appearing for the parties.
2. Learned counsel appearing for the parties contend that they have entered into a settlement agreement dated 25.03.2025 before the Delhi High Court Mediation and Conciliation Centre. They, therefore, submit that the suit be decreed in terms thereof.
3. I have perused the aforesaid settlement agreement which is found to be in terms of the provisions of Order XXIII, Rule 3 of the Code of Civil Procedure, 1908.
4. Order XXIII, Rule 3 authorises 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 due procedure and meeting the essentials specified Order XXIII, Rule 3. Therefore, the parties shall be bound by the aforesaid settlement agreement.

7. Accordingly, the suit stands decreed in terms of the settlement agreement.

8. The Registry is directed to draw a decree sheet. Let the settlement agreement be made part of the decree.

9. The parties are directed to place the settlement agreement in the digital record of the Court.

10. In light of the aforesaid, the Court also directs a refund of 50% Court Fee in the name of the plaintiff, who had paid the said amount.

11. Accordingly, the suit stands disposed of alongwith the pending application.

12. *Dasti.*

MARCH 28, 2025/p/mjo

PURUSHAINDR KUMAR KAURAV, J

Click here to check corrigendum, if any