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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 544/2025, I.A. 13816/2025 & I.A. 18071/2025
MOTI MAHAL DELUX MANAGEMENT SERVICES PVT LTD &
ORS.Plaintiffs

Through: Mr. Anirudh Bhatia and Ms. Shreya
Sethi, Advocates

versus

M/S JAI MAA VAISHNAO BRICK FIELD
& ANR.Defendants

Through: Mr. Ishaan S. Sharma, Mr. Shubham
Shukla, Mr. Ayush, Ms. Shambhavi
Sharma and Mr. Mukund Rangan,
Advocates for D-1

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **24.12.2025**

1. Learned counsel for the plaintiff and defendant no. 1 states that the parties have entered into a Settlement Agreement dated 04.12.2025 before the Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel for defendant no. 1 states that defendant no. 1 has agreed to make a one-time payment of damages for a sum of Rs. 2,65,000/-, and for a part of the said amount, a post-dated cheque has been handed over and the said cheque will be honoured on presentation.
 - 2.1. He states that, except for this obligation, there is no other executory obligation between the parties.
 - 2.2. He states that the defendant undertakes to abide by the permanent injunction being passed against it.
3. The Court has heard the learned counsels for the parties and has perused the Settlement Agreement dated 04.12.2025.
4. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian**



Varkey Construction Co. (P) Ltd.¹, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

5. This Court has perused the terms of the Settlement Agreement dated 04.12.2025 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC.

6. The compromise contained in the aforesaid Settlement Agreement dated 04.12.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid settlement agreement dated 04.12.2025.

7. The statements and undertaking given by the parties are accepted by this Court, and the parties are held bound by the same.

8. Consequently, the suit is decreed in terms of the terms and conditions recorded herein.

9. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 04.12.2025 shall form part of the said decree.

10. Learned counsel for the plaintiff states that defendant no. 2 was merely a pro forma party, and the same may be deleted from the array of parties. Accordingly, defendant no. 2 is hereby deleted and amended memo of parties be filed within one (1) week.

¹ (2010) 8 SCC 24



Refund of Court Fees

11. Learned counsel for the plaintiff requests for partial refund of Court fees in view of the settlement arrived between the parties through the process of mediation.
12. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of the plaintiff within four [4] weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870.
13. Pending applications are disposed of.
14. All future dates stand cancelled.
15. Interim orders, if any, stand merged into the final decree.
16. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 24, 2025/msh/aj