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

+ **CS(OS) 447/2025**

DR M RAFEEQ AHMED

.....Plaintiff

Through: Mr.Ankush Kumar, Mr.Aasim
Shehzad, Advs with Mr.Rafeeq
Ahmed, Plaintiff in person.

versus

**FEDERATION OF INDIAN EXPORT
ORGANISATION REPRESENTED BY ITS
DIRECTOR GENERAL AND CHIEF EXECUTIVE
OFFICER, DR. AJAY SAHAI, & ANR.**

.....Defendants

Through: Mr. Manit Moorjani, Ms. Sapna
Kumari, Mr. Rohit Kumar Ray, Ms.
Shradha Kashyap, Advs with Mr. S.C.
Ralhan President of D1 (through vc),
along with Mr. A.P. Srivastava, AR
of D1 present physically.
Mr. Balendu Shekhar, CGSC with
Mr. Krishna Chaitanya, Advs for D-2/
UOI.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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19.12.2025

**I.A. 32004/2025 (JOINT APPLICATION - UNDER O 23, R 3 OF CPC-
TO TAKE ON RECORD SETTLEMENT AGREEMENT)**

1. The parties submit that they have amicably settled the dispute.
2. In the instant application at paragraph no.8, following terms have been agreed upon by the parties:-



“a. That the Second Party agrees and undertakes that the First Party shall be co-opted as a Member of the Managing Committee of FIEO with full rights, privileges, and voting powers, the same as those enjoyed by any duly elected Managing Committee Member and the same shall take effect upon signing of this Settlement Agreement, and a formal resolution giving effect to the same shall be issued based on this Settlement Agreement.

b. That the First Party shall continue as a Co-opted Managing Committee Member for three consecutive Annual General Meetings (AGMs), ending with the AGM for the year 2027-2028.

c. That the First Party and the Second Party hereby are voluntarily executing this Settlement Agreement before the Mediator and this shall be filed before this Hon'ble Court with a prayer to dispose of CS (OS) NO 447 OF 2025 in terms of this Settlement Agreement and vacate stay.

d. That the parties to this Settlement undertake not to initiate any legal proceedings in respect of the properties detailed herein above and honour and abide the settlement arrived at amongst them.

e. That the parties hereto shall sign and execute or cause to be signed and executed all such documents, deeds, writing and/ or instructions as may be necessary to give effect to the understanding arrived at between the Parties hereto and which is recorded in this Settlement.

f That it is understood between the parties that they have read and understood the contents of this settlement and have been advised and have understood the consequence of execution of this settlement and the contents of the present settlement have also been explained and read over to all the parties in vernacular.

g. That it is understood between the parties that they have read and understood the contents of this Settlement and no misrepresentations or mistake of fact and law has been recorded and that the terms set out herein do record the agreed terms correctly as understood by them.

h. That the parties hereto confirm and declare that they have voluntarily and out of the own free will arrived at this settlement in the presence of the mediator and their respective counsels.

i. By signing this Agreement the parties hereto state that they have no further claims or demands against each other qua the present suit and all disputes and differences have been amicably settled by the Parties hereto through the process of mediation.

J. That the Parties undertake to the Hon 'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

3. Learned counsel for the parties, therefore, contends that the suit be decreed in terms of the settlement.
4. Order XXIII, Rule 3 of the Code of Civil Procedure, 1908 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 instant application is allowed and disposed of.

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8. Consequent to the order passing in I.A. 32004/2025, the suit stands decreed in terms of the settlement.

9. Let the decree sheet be drawn.

10. The civil suit, along with the pending application(s), stands disposed of.

11. The stay operating stands vacated. The parties shall remain free to proceed as per the settlement.

12. The date already fixed i.e. 25.02.2026 stands cancelled.

PURUSHAINDR KUMAR KAURAV, J

DECEMBER 19, 2025/aks/mj