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

+ **CS(OS) 800/2022 & I.As. 21420/2022, 1217/2025**

MANISH GUPTA

..... Plaintiff

Through: Mr Nitin Mital, Advocate with
plaintiff in person

versus

SAROJ GUPTA & ORS.

..... Defendants

Through: Ms. Madhu Sudan Bhayana, Mr.
Suresh Chaudhari, Mr. Madhav,
Advocates for D-1 & 2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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22.01.2025

1. Learned counsel for the parties' state that the settlement agreement dated 12.08.2024 ('Settlement Agreement') has been complied with by the respective parties and they have performed their obligations assumed thereunder.
2. The parties therefore jointly prays that the suit be disposed of in terms of the Settlement Agreement.
3. Learned counsel for the Defendants prays that the keys of the subject flat, which has been deposited with the Registry of this Court be released to Defendant Nos. 1 and/or 2.
- 3.1. He states that the copy of the death certificate of late Sh. Pawan Kumar Gupta and the copy of the convenience deed of the subject flat shall be placed on record within two (2) weeks.
4. Learned counsel for the plaintiff states that in view of the due performance of the Settlement Agreement dated 12.08.2024, the Plaintiff is



left with no right, title or interest in the estate of late Sh. Pawan Kumar Gupta.

5. The statements of the parties are taken on record.

6. The parties are bound down to the obligations recorded in the Settlement Agreement, more specifically, with respect to the obligations that parties will not initiate any further litigation against each other with respect to the estate of late Sh. Pawan Kumar Gupta. The relevant clauses of the said Settlement Agreement are reproduced hereunder:-

“7. That after the receiving the settled amount as agreed hereinabove, the First Party will have no claim in any respect and will not file any case before any Court of law or other authority and similarly, the Second Party will also not claim anything from the First Party and will not initiate any litigation.

8. That, after the receiving the settled amount as agreed hereinabove if any, complaint has been filed by any of the parties against the other party, shall be deemed as withdrawn and shall be considered as null and void and no party shall file any complaint or case in future against each other before any authority or any court of law.

9. That after the receiving the settled amount as agreed hereinabove if any of the party has filed any complaint which is not in the knowledge of the either party in any court of law, police or any other authority either in New Delhi or any Part of India then it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect.”

7. This Court has interacted with the Plaintiff, who is present in Court and the Plaintiff has confirmed that he has gone through the terms of the Settlement Agreement and undertakes to abide by the same. He confirms that the terms of Settlement Agreement have been duly explained to him by his counsel and he has signed the Settlement Agreement after understanding his obligations.

8. The suit is disposed of in terms of the settlement agreement dated



12.08.2024. Pending applications, if any, stands disposed of.

9. The interim order stands vacated.

10. All future dates stand cancelled.

11. 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

JANUARY 22, 2025/rhc/MG