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

+ **ARB.P. 1403/2025**

**NARESH AGGARWAL & ORS.**

.....Petitioners

Through: Mr. Rajeev Aggarwal Mr. Ankit  
Gupta Mr. Mayank Kamra and Mr.  
Manbhar Mittal. Advocates

versus

**STRENGTH INDIA EDUCATIONAL SOCIETY & ORS.**

.....Respondents

Through: Dr. Amit George, Mr. Kartik Jain and  
Ms. Rupam Jha, Advocates for R-3 to  
6  
Mr. Nitesh Mehra, Mr. Shoumendu  
Mukherji, Ms. Hitaakshi Mehra and  
Ms. Sanjam Chaba, Advocates for R-  
8  
Mr. Tushar Sannu, Advocates for R-9

+ **O.M.P.(I) 12/2025**

**NARESH AGGARWAL & ORS.**

.....Petitioners

Through: Mr. Rajeev Aggarwal Mr. Ankit  
Gupta Mr. Mayank Kamra and Mr.  
Manbhar Mittal. Advocates

versus

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Through: Dr. Amit George, Mr. Kartik Jain and  
Ms. Rupam Jha, Advocates for R-3 to  
6



Mr. Nitesh Mehra, Mr. Shoumendu Mukherji, Ms. Hitaakshi Mehra and Ms. Sanjam Chaba, Advocates for R-1, 2 and 8

+ O.M.P.(I) 16/2025

STRENGTH INDIA EDUCATIONAL SOCIETY & ANR.

.....Petitioners

Through: Dr. Amit George, Mr. Nitesh Mehra, Mr. Shoumendu Mukherji, Ms. Hitaakshi Mehra and Ms. Sanjam Chaba, Advocates

versus

NARESH AGGARWAL & ORS.

.....Respondents

Through: Mr. Rajeev Aggarwal Mr. Ankit Gupta Mr. Mayank Kamra and Mr. Manbhar Mittal. Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

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**17.11.2025**

**I.A. 28552/2025 in ARB.P. 1403/2025**

**I.A. 28578/2025 in O.M.P.(I) 12/2025**

**I.A. 28639/2025 in O.M.P.(I) 16/2025**

1. These applications under Section 151 have been filed jointly by the parties for withdrawal of the petitions i.e., ARB.P. 1403/2025, O.M.P.(I) 12/2025 & O.M.P.(I) 16/2025, on the ground that parties have entered into a settlement.
2. A copy of the Settlement Agreement dated 09.11.2025 has been filed along with the applications. The Settlement Agreement dated 09.11.2025 reads as under:



## SETTLEMENT AGREEMENT

This **AGREEMENT** is made and executed at Delhi on this 9<sup>TH</sup> DAY OF NOVEMBER, 2025, by & between:

1. **SURESH CHAND VATS @ S. C. VATS**, S/o Sh. Om Prakash Vats, R/o. C-335, Upper Ground Floor, Saraswati Vihar, Pitampura, Delhi-110034;
  2. **SUNEET VATS**, S/o. Shri Suresh Chand Vats, R/o. C-335, Upper Ground Floor, Saraswati Vihar, Pitampura, Delhi-110034;
  3. **VINEET VATS**, S/o. Shri Suresh Chand Vats, R/o. C-335, Upper Ground Floor, Saraswati Vihar, Pitampura, Delhi-110034;
  4. **SONA VATS**, W/o. Mr. Suneet Vats, R/o. C-335, Upper Ground Floor, Saraswati Vihar, Pitampura, Delhi-110034;
  5. **SHILPI VATS**, W/o. Mr. Vineet Vats, R/o. C-335, Upper Ground Floor, Saraswati Vihar, Pitampura, Delhi-110034;
- (hereinafter jointly referred to as the “**FIRST PARTY**”, which expression shall mean its directors, successors, assigns, representatives, agents, administrators, heirs etc.).

### **AND**

1. **NARESH AGGARWAL**, S/o. Shri Om Prakash Aggarwal, R/o. House No. 33, Road No. 72, West Punjabi Bagh, New Delhi-110026;
2. **KRISHAN KUMAR AGGARWAL**, S/o. Shri Om Prakash Aggarwal, R/o. House No. 33, Third Floor, Road No. 72, West Punjabi Bagh, New Delhi-110026;
3. **AJAY KUMAR BINDAL**, S/o. Shri Prem Lal Bindal, R/o. 8/84, West Punjabi Bagh, Delhi-110026;
4. **MUKESH MITTAL**, S/o. Shri Roshan Lal Aggarwal, R/o. House No. 30, Ground Floor, Road No. 78, West Punjabi Bagh, New Delhi-110026;
5. **MEENU BANSAL**, W/o. Shri Harsh Vardhan Bansal, R/o. 174, Golf Links, Lodhi Road, New Delhi-110003;
6. **AMIT MITTAL**, S/o. Shri Shyam Lal Mittal, R/o. House No. 18, Road No. 55, West Punjabi Bagh, New Delhi-110026.

(hereinafter jointly referred to as the “**SECOND PARTY**”, which expression shall mean its directors, successors, assigns, representatives, agents, administrators, heirs etc.).



AND

**STRENGTH INDIA EDUCATIONAL SOCIETY**, through its Chairman / President Dr. S.C. Vats, having its office at: Vivekananda Institute of Professional Studies (VIPS), AU-Block, Outer Ring Road, Pitampura, Delhi-110034 (hereinafter referred to as the "**SOCIETY**", which expression shall mean its directors, successors, assigns, representatives, agents, administrators, heirs etc.).

The expressions First Party, Second Party, Third Party and Society wherever they occur in this agreement shall mean and include the respective directors, heirs, successors, assigns, representatives, executor, nominees and administrators of the parties unless such inclusive is repugnant to the context thereof. The First Party, Second Party and Third Party collectively also referred to as the '*Parties*'.

**WHEREAS:**

- a. The First Party and Second Party are general body and governing body members of the Strength India Educational Society (SIES) society.
- b. Some disputes arose between First Party and Second Party regarding list of general body and governing body members of the society which led to filing of following cases/litigations between the parties to this agreement:
  - i. O.M.P. (I) No. 12/2025 titled as "*Naresh Aggarwal and Ors. Vs Strength India Educational Society and Ors.*".
  - ii. O.M.P. (I) No. 16/2025 titled as "*Strength India Educational Society and Ors. Vs Naresh Aggarwal and Ors.*".
  - iii. Arb. P. No. 1403/2025 titled as "*Naresh Aggarwal and Ors. Vs Strength India Educational Society and Ors.*".
  - iv. W.P. (C) No. 10817/2025 titled as "*Strength India Educational Society and Anr. Vs Govt. of NCT of Delhi and Anr.*"

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*[Handwritten signatures]*



- v. W.P. (Crl.) No. 2047/2025 titled as "Dr. J.C. Vats Vs The State NCT of Delhi and Ors."
- vi. FIR No. 359/2025, P.S. Rajouri Garden, Delhi-110027
- c. In O.M.P. (I) No. 12/2025, Hon'ble High Court of Delhi passed stay orders dated 02.07.2025 against alleged disqualification of members of Second Party.
- d. All the parties after due deliberations/discussions and verifications of list of members of General Body, have mutually agreed to resolve all disputes, differences and above-mentioned pending cases, on following terms & conditions.

**NOW, THIS AGREEMENT WITNESSETH AS UNDER:**

1. The First Party and Second Party acknowledge that there are total 28 members in the General Body of the Society as on date of signing of this agreement i.e. 09.11.2025, as approved in Governing Body Meeting of the Society held today. The said approved list of General Body Members is annexed along with the present agreement as **Annexure-A**.
2. The First Party and Second Party parties acknowledge that there are 12 members in the Governing Body of the Society as on date of signing of this agreement i.e. 09.11.2025, the list of which is annexed along with the present agreement as **Annexure-B**.
3. The First Party and Second Party have also held a Governing Body Meeting of the Society on 09.11.2025 in the Institute and above said list of General Body members have been duly verified & approved in the said Governing Body Meeting.
4. The Third Party hereby acknowledge that she is neither member of Governing Body not the Secretary of the said Society as on date of signing of this agreement. It is acknowledged by all parties that she is part of general body of the society.
5. The Society and First Party hereby withdraw show cause notices dated 14.06.2025 and Letters of Termination / Disqualification Dated 22.06.2025, for all legal intents & purposes against members of the Second Party. It is agreed that any resolution passed in relation to above said Show Cause Notices and Letter of Termination / Disqualification in Minutes of Meeting Dated 28.06.2025 shall be deemed to null & void and stands withdrawn in view of the Settlement arrived between the parties. The

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Second Party also hereby similarly withdraw the Show Cause Notice Dated 21.06.2025, for all legal intents & purposes against the members of First Party and Third Party.

6. The First Party and Second Party have fully addressed all financial concerns and withdraw all allegation against each other and now, parties have mutually agreed to maintain probity and accountability in all the financial matters.
7. The First Party, Second Party and Society hereby acknowledges that there is no financial claim left against any of the party.
8. All the parties hereby agrees that the bank signatory mandate in the bank accounts of the Society shall remain as per **Annexure-C** to this agreement and the same shall be continued to be followed as per said mandate only till any further amendment by the Governing Body of the Society in the MOA. It is also agreed that any resolution passed with respect to change of bank signatory mandate passed in Minutes of Meeting Dated 28.06.2025 shall be deemed to be null & void for all legal intents & purposes.
9. The parties, in terms of present settlement, hereby undertake to unconditionally withdraw the following cases:
  - i. O.M.P. (I) No. 12/2025 titled as '*Naresh Aggarwal and Ors. Vs Strength India Educational Society and Ors.*'.
  - ii. O.M.P. (I) No. 16/2025 titled as '*Strength India Educational Society and Ors. Vs Naresh Aggarwal and Ors.*'.
  - iii. Arb. P. No. 1403/2025 titled as '*Naresh Aggarwal and Ors. Vs Strength India Educational Society and Ors.*'.
  - iv. W.P. (C) No. 10817/2025 titled as '*Strength India Educational Society and Anr. Vs Govt. of NCT of Delhi and Anr.*'.

The parties to give effect to present settlement, shall file joint application seeking withdrawal of above said cases and shall make present settlement as part of the said applications. It is agreed that parties shall give their respective statements / undertakings before the Hon'ble High Court, to abide by the present settlement.

10. The Second Party, in terms of present settlement, hereby give their No-Objection for quashing of FIR No. 359/2025, P.S. Rajouri Garden, Delhi-110027, in favour of the First Party, Third Party and other alleged accused persons. The Second Party shall



render all their assistance, cooperation, affidavits, statement, etc. before the Hon'ble High Court for quashing of above said FIR and shall also request the competent authority for withdrawal / quash of the said FIR.

11. It is agreed that Governing Body of the Society shall only have the power to act against any member of the Society including termination / removal with 2/3rd majority of governing body and necessary amendment in that behalf shall be made in the Memorandum of Association (MOA).
12. It is agreed that any future meetings, correspondence, filings, communications, court cases etc. shall be done under the joint signatures of both Chairman and Secretary of the Society. The necessary amendment in that shall be incorporate in MOA.
13. It is agreed that a copy of list of Governing body Members & General Body Members of the Society shall be filed under the signatures of Dr. S.C. Vats and Mr. Naresh Aggarwal before Registrar of Societies, Office of S.D.M., West, Raja Garden, Delhi, for updating their records of Society.
14. It is agreed that all disputes & differences between all the parties including financial matters stands fully resolved by way of present agreement and there is no claim left against each other of any sort whatsoever by either of the parties.
15. All the parties hereby undertake that they have not filed any other court or litigation against any of the party except as mentioned herein above and hereby further undertake that they shall not file any court case / litigation, either civil or criminal against any of the party herein, on present cause of action against each other.
16. The parties have signed the present agreement out of their own free will & consent after going through the contents of the same in their own vernacular in Hindi and the same is without any force or pressure or coercion from any side.
17. That any dispute in relation to, arising out of or in connection to present agreement shall be settled mutually by way of mediation. However, if matter is not settled within 30 days of raising of dispute, the same shall be referred to Sole Arbitrator to be appointed mutually as per provisions of Arbitration & Conciliation Act, 1996 (as amended thereto). The place, venue & seat of Arbitration shall be at New Delhi only.

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18. The Courts at Delhi only shall have the jurisdiction to entertain the disputes between the parties arising out of the present agreement.

19. This agreement has been executed in two counterparts and each of the same shall be considered as original for all legal intents & purposes.

IN WITNESS WHEREOF, THE FIRST PARTY AND SECOND PARTY HAVE HERETO RESPECTIVELY SIGNED ON THE DAY, MONTH AND YEAR FIRST ABOVE-WRITTEN.

WITNESSES:-

1. *[Signature]*  
Narwal K. Mehta  
A-27, Durgam Vihar  
Durgam Vihar  
Delhi-110086

2. *[Signature]*  
Neeraj Dixit  
3675 Kirti Park  
Bani Park  
New Delhi 110034

*[Signature]* FIRST PARTY  
(SURESH CHAND VATS,  
VINET VATS, VINET VATS,  
SHULPI VATS & SONA VATS)  
*[Signature]* SECOND PARTY  
(NARESH AGGARWAL,  
KRISHAN KR. AGGARWAL,  
AJAY KR. BINDAL, MUKESH MITTAL,  
AMIT MITTAL & MEENU BANSAL)

*[Signature]*  
THIRD PARTY  
(ANURADHA JAIN)

STRENGTH IN INDIA EDUCATIONAL SOCIETY  
through its Chairman / President Dr. S.C. Vats

3. The Court has perused the aforesaid Settlement Agreement which is legal and enforceable.
4. The petitions are disposed of in terms of the Settlement arrived at between the parties. The Settlement Agreement dated 09.11.2025 is made part of this Order.
5. Needless to state to that the parties shall be bound by the Settlement



Agreement dated 09.11.2025 arrived at between them. Any violation of the Settlement Agreement shall be considered as wilful disobedience of the Orders of this Court.

6. The next date of hearing i.e., 27.11.2025 stands cancelled.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 17, 2025**

*S. Zakir*