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

+ **CS(OS) 1401/2015**

C & S ELECTRIC LTD.

.....Plaintiff

Through: Mr. Rahul Malhotra, Adv

versus

SUNIL BHATIA

.....Defendant

Through: Mr. R.P. Bhardwaj, Mr. Kartik
Sharma, Advocates with
Defendant/Counterclaimant

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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05.12.2025

I.A. 30417/2025

1. The present application under Order XXIII Rule 1 read with Section 151 of the CPC has been filed by the Plaintiff for recording compromise and settlement between the parties.
2. It is stated that the parties have entered into an arrangement under which the Plaintiff is to receive Rs.15,00,000/- and on receipt of the said amount, the Plaintiff shall abandon the rest of the claims in accordance with Order XXIII Rule 1 Sub-rule 4(b) of the CPC.
3. Paragraph No. 5 of the said application reads as under:-

“5. After discussions, deliberations, mutual compromises and negotiations the parties have reached to an irrevocable, unequivocal, unconditional and mutually acceptable amicable settlement, which is as follows-



a. It has been mutually agreed that subject to simultaneous unconditional withdrawal by the Plaintiff of the captioned suit in terms hereof, the Defendant shall pay to the Plaintiff a sum of Rs. 15,00,000/- towards full and final settlement of all past, present and/or future claims of the Plaintiff against the Defendant which are subject matter of the present suit and/or even otherwise.

b. Subject to receipt of the said amount, the Plaintiff shall without liberty unconditionally, irrevocably, unequivocally and amicably withdraw the suit against the Defendant including all past, present and/or future claims. The said amount has been agreed to be paid by way of a demand draft which shall be handed over by the Defendant to the Plaintiff before this Hon'ble Court.

c. It has been agreed that both Parties shall not have any claim whatsoever against each other, which is the subject matter of the present suit and even otherwise. The Defendant is not entitled to receive any amount from the Plaintiff under the settlement.

d. The Defendant shall without liberty unconditionally, irrevocably, unequivocally and amicably withdraw the counter claim against the Plaintiff.

e. It is also agreed that withdrawal of the suit by the Plaintiff shall be subject to receipt of Rs. 15,00,000/- and withdrawal of claim. It has also been assured that the demand draft which shall be handed over will be honoured upon presentation.



f. Any breach of any term of settlement shall entitle the non-defaulting party to revive its claim against the defaulting party while defaulting party shall not be entitled to make any claim/demand of any nature against the non-defaulting party in such an event, which is subject matter of present suit.”

4. Learned Counsel for the Defendant is present in Court today along with the Defendant in person, and they have handed over a Demand Draft dated 02.12.2025 bearing No. 249867 for a sum of Rs.15,00,000/- drawn on HDFC Bank to the learned Counsel for the Plaintiff.

5. Learned Counsel for the Defendant also states that the Defendant has abandoned his counter claim in terms of the aforesaid arrangement between the Plaintiff and the Defendant, and accordingly. The said statement is taken on record.

6. The present suit is, therefore, disposed of in the above terms under Sub-rule 4(b) of Rule 1 under Order XXIII of the CPC.

SUBRAMONIUM PRASAD, J

DECEMBER 5, 2025

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