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

+ CS(OS) 966/2024 , I.A.21666/2025

MUKTA GUPTA

.....Plaintiff

Through: Mr.Rajiv K. Garg and Mr. Ashish
Garg, Advs.

versus

SANDEEP GARG & ANR.

.....Defendant

Through: Mr. Tarun Singla, Adv along with D-
1 in person in Court and D-2 in
person through VC.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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02.09.2025

1. The parties submit that they have amicably resolved their grievances by way of the settlement deed dated 25.08.2025.
2. A copy thereof has been placed on record.
3. It is also contended that in terms of the settlement deed, the original document *qua* House No. E-349, Ground Floor, Greater Kailash, Part-I, New Delhi, is handed over to learned counsel for defendant no.1 and 2, and the same shall remain in the custody of defendant no.1.
4. The parties, therefore, contend that the suit be decreed in terms of the settlement deed.
5. Order XXIII, Rule 3 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, and (iii) it is duly signed by the parties arriving at the compromise.

6. 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.

7. The Court is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified in Order XXIII, Rule 3. Therefore, the parties shall be bound by the aforesaid settlement agreement.

8. In view of the aforesaid, the civil suit stands decreed in terms of the settlement agreement.

9. The Registry is directed to draw-up a decree sheet. The settlement agreement dated 25.08.2025 shall form part of the decree.

10. The civil suit along, with the pending applications, stands disposed of

11. It is also directed that the Court fees paid by the plaintiff and the defendants qua the counter-claim be refunded by the Registry.

PURUSHAINDR KUMAR KAURAV, J

SEPTEMBER 2, 2025

aks/sp