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

+ CS(OS) 972/2024, I.A. 47321/2024 & I.A. 13485/2025

DR SUNIL KUMAR GUPTA & ORS.Plaintiffs

Through: Mr. Imran Khan, Adv.

versus

SHRI ANIL KUMAR GUPTA & ORS.Defendants

Through: Ms. Asha Jain Madan and Mr.
Mukesh Jain, Advs.

O-37

+ TEST.CAS. 2/2024 & I.A. 13865/2025

ANIL KUMAR GUPTA AND ANR.Petitioners

Through: Ms. Asha Jain Madan and Mr.
Mukesh Jain, Advs.

versus

STATE AND ORS.Respondents

Through: Mr. Imran Khan, Adv. for R-2 to 5.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINdra KUMAR KAURAV

ORDER

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29.05.2025

1. Both the suits stand decreed in terms of the family settlement read with the relinquishment deed dated 13.02.2025 as stated in I.A. 13485/2025 in CS(OS) 972/2024.
2. The parties shall be bound by the terms of the family settlement and



relinquishment deed. I.A. 13485/2025 be formed part of the decree.

3. 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 (iii) it is duly signed by the parties arriving at the compromise.

4. 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.

5. 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.

6. The next date of hearing stands cancelled, if any.

PURUSHAINdra KUMAR KAURAV, J
MAY 29, 2025/P/SPH

[Click here to check corrigendum, if any](#)