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

+ **CS(OS) 2843/2014**

**OM PRAKASH & ORS**

.....Plaintiffs

Through: Mr. B.D. Sharma, Adv.

versus

**ENGINEERS HOUSING WELFARE SOCIETY & ANR**

.....Defendants

Through: Mr. Udayan Khurana, Mr. Kartikey Kaushik, Adv. with D-2 and AR f the D-1

**CORAM:**

**HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV**

**ORDER**

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**21.11.2025**

**I.A. 29127/2025 (early hearing)**

1. The application has been moved seeking early hearing on the ground that the parties have amicably settled the present dispute.
2. In view of the above, the application is allowed and disposed of.

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3. The parties have amicably settled their disputes by way of Settlement Agreement dated 16.04.2024.
4. Order XXIII, Rule 3 of the Code of Civil Procedure (the CPC) 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 aforesaid 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.

5. 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.

6. 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 of the CPC. Therefore, the parties shall be bound by the terms of the Settlement Agreement.

7. As per the terms of the settlement, the defendants were required to pay a sum of Rs. 1,00,00,000/- to the plaintiffs. During the course of the hearing, three Demand Drafts bearing DD No.260487 dated 22.09.2025 of Rs. 30,00,000/-, DD No.260488 dated 22.09.2025 of Rs. 30,00,000/- and DD No.260489 dated 22.09.2025 of Rs. 40,00,000/-, all drawn on Punjab Nation Bank, totaling a sum of Rs.1,00,00,000/- have been handed over to the plaintiffs by the defendants.

8. Learned counsel appearing for the plaintiffs however, contends that the aforesaid payment is being made only today, i.e., around seven months after entering into the Settlement Agreement. Therefore, it is prayed that the defendants be directed to pay interest on the agreed amount of Rs.1,00,00,000/-.

9. The aforesaid position is agreeable to the defendants.

10. Let interest on the aforesaid amount at the rate of 6 per cent per annum, with effect from 16.04.2024 till date, be also paid by the defendants within 15 days from today to the plaintiff.

11. The suit stands decreed in terms of the Settlement Agreement dated



16.04.2024. The said Agreement shall form a part of the decree.

12. The entire Court fees be refunded to the plaintiff.

13. In view of the above, the instant suit, along with pending applications, if any, stands disposed of.

14. Next date i.e. 11.02.2026 stands cancelled.

**PURUSHAINDR KUMAR KAURAV, J**

**NOVEMBER 21, 2025**

*Pallavi/amg*