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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **W.P.(C) 7336/2014**  
**MANAGING COMMITTEE NAVAL PUBLIC SCHOOL**

.....Petitioner

Through: Ms. Shilpa Singh, Advocate with  
Commanders Himanshu Rana and  
Shantanu Singh Chandel.

versus

NEERA CHOPRA & ANR.

.....Respondents

Through: Mr. Nitish Chaudhary, Adv. for R-1.

**CORAM:**

**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

**ORDER**

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**07.08.2025**

**CM APPL. 48267/2025**

By way of the present application filed on the principles of section 151 of the Code of Civil Procedure 1908 ('CPC'), the applicant/petitioner seeks substitution of the name of the petitioner school in terms of para 3 of the application viz. the substitution of the name of the petitioner as 'Navy Children School' *instead of* 'Managing Committee, Naval Public School'.

2. In view of the prayer made, it is not considered necessary to issue notice on this application.
3. The application is allowed.
4. The name of the petitioner is substituted as 'Navy Children School' *instead of* 'Managing Committee, Naval Public School'. The Amended Memo of Parties appended to the application is taken on record.



5. The application stands disposed-of.

**CM APPL. 48183/2025**

6. By way of the present application filed on principles of section 151 read with Order XXIII Rule 3 of the CPC, the applicant/respondent No.1 seeks disposal of the petition since the matter has been amicably settled between the parties *vide* Settlement Agreement dated 16.07.2025 arrived-at through mediation.
7. A copy of Settlement Agreement dated 16.07.2025 has been appended to the application.
8. Upon perusal of the terms of the settlement, it transpires that from the amount lying deposited in this court in compliance of order dated 29.10.2014, a certain sum is to be released in favour of M/s D.G. Enterprises towards purchase of an equipment *viz.* 'Risograph SF-5350', which equipment is then to be donated to the petitioner school.
9. The remaining amount is to be retained by respondent No.1.
10. However, since M/s D.G. Enterprises is neither a party to the present proceedings nor a signatory to the settlement agreement, upon the suggestion of this court, learned counsel appearing for the parties, on instructions of their respective clients, submit, that they would be willing to modify the terms of the settlement, *limited only to* the extent that the entire amount lying deposited in this court be released alongwith upto-date interest in favour of respondent No.1; that respondent No.1 would within 04 weeks thereafter purchase the equipment referred-to above and hand it over to the petitioner school. All other terms of the settlement agreement would remain as they are and be binding on the parties.



11. It is ordered accordingly.
12. The Registry is directed to release to respondent No.1 the entire deposited amount alongwith interest upto-date, within 02 weeks of respondent No. 1 approaching the Registry for the purpose, after verifying the credentials of respondent No.1. Respondent No. 1 would then comply with its obligation as set-out in para 10 above.
13. The present application is disposed-of on the principles of Order XXIII Rule 3 CPC with the above directions.

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14. The terms of settlement contained in Settlement Agreement dated 16.07.2025 are taken on record, holding the parties bound by the terms of the settlement, *subject only* to the limited modification agreed-to above.
15. The petition is disposed-of in the above terms.
16. Pending Applications, if any, also stand disposed-of.
17. The date of 21.08.2025 given earlier, stands cancelled.

**ANUP JAIRAM BHAMBHANI, J**

**AUGUST 7, 2025**

*V.Rawat*