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

+ **CS(OS) 22/2026**

RAMESH KUMAR

.....Plaintiff

Through: Mr. Prashant Batra, Adv.

versus

SH MOHINDER PAL SINGH

.....Defendant

Through: Mr. Pawan Swami, Adv.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

11.03.2026

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I.A. 6103/2026

1. Learned counsels for the parties submits that the matter has been settled in terms of the Memorandum of Understanding (for short MoU) dated 11.02.2026 which are reproduced as under:

“NOW, THEREFORE, IT IS MUTUALLY AGREED AS UNDER

1. Settlement of Disputes

All disputes, claims, objections and differences arising out of or relating to the Agreement to Sell dated 16.09.2025 stand fully and finally settled by execution of this MOU.

2. Withdrawal/Non-Pursuit of Proceedings

The Second Party undertakes to withdraw and/or not pursue any present or future legal proceedings, including the suit for Specific Performance pending before the Hon'ble High Court of Delhi bearing No. CS(OS)-22/2026 titled Ramesh Kumar vs. Sh. Mohinder Pal Singh, and further undertakes to withdraw and/or not pursue any complaint, representation, objection filed or to be filed before the Sub- Registrar, arising out of or in connection with the Agreement to Sell dated



16.09.2025.

3.Full and Final Settlement

MOU constitutes a full and final settlement between the parties, other relating to the suit property. And no party shall have any further monetary or legal claim against the other relating to the suit property.

4. Binding Effect

This MOU shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

5. Governing Law and Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of India, and the courts at New Delhi shall have exclusive jurisdiction.

6. Voluntary Execution

The parties declare that this MOU has been executed voluntarily, with free consent, without any coercion, pressure or undue influence.”

2. Learned counsel for the plaintiff seeks permission to withdraw the suit in view of the MoU.
3. The application is accordingly allowed.

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4. The MoU is taken on record.
5. The suit is disposed of as withdrawn as the matter is settled in terms of MoU.
6. The next date of hearing stands cancelled.

AVNEESH JHINGAN, J

MARCH 11, 2026/Pa