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

+ **CS(OS) 58/2023, I.A. 1589/2023, I.A. 6148/2024**

SATYAN KAPOOR

.....Plaintiff

Through: Mr. Ashok Chapparia and Mr. Shanto Mukerjee, Advocates

versus

USHA RANI JAIN & ORS.

.....Defendants

Through: Mr. Joney, Advocate for Respondent No.1
Ms. Anamika Agrawal, Advocate for Respondent No. 2
Mr. Pulkit Sharma and Mr. Rakesh Mahajan, Advocate for Respondent No. 3

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

29.01.2026

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1. The instant suit has been filed with the following prayers:-

“(i) Pass a decree of specific performance of the Agreement to Sell dated 03.11.2022 entered into between the Plaintiff and Defendants thereby directing the Defendants, to receive the balance sale consideration and execute the Sale Deed in respect of the Suit Property being Property No.M-15 measuring 350 sq. yds. situated at Lajpat Nagar-III, New Delhi-110024, in favour of the Plaintiff and in case the Defendant Nos. 1 and 2 fail to execute the Sale Deed in respect of the Suit Property in favour of the Plaintiff then appoint an Officer of the Court to execute the Sale Deed in respect of the Suit Property being Property No.M-15 measuring 350 sq. yds. situated at Lajpat Nagar-III, New Delhi-110024, in favour of the



Plaintiff, and put the Plaintiff in possession of the Suit Property;

(ii) Pass a decree of permanent injunction in favour of the Plaintiff and against the Defendants thereby restraining the Defendants, their legal heirs, assigns, nominees, successors, attorneys and whosoever on their behalf from transferring, alienating, disposing off, in any manner creating third party interest or selling the Suit Property being Property No.M-15 measuring 350 sq. yds. situated at Lajpat Nagar- III, New Delhi-110024, to any other person(s), except the Plaintiff;

(iii) Award costs of the present Suit in favour of the Plaintiff and against the Defendants;

(iv) Pass any such other or further orders as this Hon'ble Court may deem fit and proper on the facts and in the circumstances of the case, in favour of the Plaintiff and against the Defendants.”

2. During the pendency of the Suit, the parties were referred to the Delhi High Court Mediation & Conciliation Centre to explore the possibility of settlement, where the parties have entered into a Settlement Agreement dated 16.01.2026. The Settlement Agreement dated 16.01.2026, in its entirety, reads as under:-

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 16.01.2026.

BETWEEN

SH. SATYAN KAPOOR, S/O LATE SHRI YASHDDEV RAJKAPOOR, R/O A-30,
NEW FRIENDS COLONY, NEW DELHI-110025(HEREINAFTER REFERRED
TO AS THE “FIRST PARTY”)

AND



SMT. USHA RANI JAIN, W/O SHRI NARESH CHANDER JAIN, R/O M-15, LAJPAT NAGAR-3, NEW DELHI-110024 THROUGH HER AUTHORISED REPRESENTATIVE MR. AJAY KUMAR AGRAWAL, AUTHORISED THROUGH AUTHORITY LETTER DATED 06.01.2026. **(HEREINAFTER REFERRED TO AS THE "SECOND PARTY")**. THE COPY OF AUTHORITY LETTER DATED 06.01.2026 IS ANNEXED HERETO AS ANNEXURE-A.

AND

SH. MADHUR JAIN, S/O SHRI NIRAJ KISHORE JAIN, R/O ALSO AT A-279, GROUND FLOOR, NEW FRIENDS COLONY, NEW DELHI-110025. **(HEREINAFTER REFERRED TO AS THE "THIRD PARTY")**

(The **First Party**, **Second Party** and **Third Party** hereinafter are collectively referred to as '**Parties**' and individually as '**Party**').

(The expression **First Party** and the **Second Party** hereinabove, unless repugnant to the context and other shall mean and include their respective successors, heirs, assigns, nominees, representatives, administrators or attorneys to avoid any future intricacies and to avoid repetition.)

WHEREAS the **First Party** and **Third Party** had entered into Agreement to Sell (ATS) dated 07.10.2022 in respect of property bearing no. M-15, Lajpat Nagar-III, New Delhi-110024 **(hereinafter referred to as the "Said Property")** which was registered in the name of **Second Party (Grandmother of Third Party)**. The said Agreement to Sell dated 07.10.2022 was facilitated through one Mr. Sarabjit Singh.



AND WHEREAS certain disputes arose between the Parties which led to lodging of FIR No. 45/2023 dated 31.05.2023 at the instance of First Party against the Third Party and said Mr. Sarabjit Singh u/s 420, 467, 468, 471 and 120B of Indian Penal Code, 1860, at PS: Economic Offences Wing. The First Party also filed CS (OS) no. 58/2023 seeking specific Performance and permanent injunction before Hon'ble High Court of Delhi against the Second Party, Third Party and said Mr. Sarabjeet Singh.

AND WHEREAS during the proceedings of the aforesaid FIR No 45/2023 and CS (OS) 58/2023, the First Party and Third Party entered into a Memorandum of Understanding (MoU) dated 07.04.2025 whereby the Third Party agreed to pay a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to the First Party and First Party agreed to give no objection to the quashing of the said FIR No. 45/2023. However, the said

MoU dated 07.04.2025 was entered into without prejudice to the rights of the First Party with respect to his aforesaid CS (OS) No 58/2023. The copy of said MOU dated 07.04.2025 is annexed hereto as **Annexure-B.**

AND WHEREAS the Third Party paid a sum of Rs. 2,15,00,000/- (Rupees Two Crore Fifteen Lakhs Only) to the First Party leaving a sum of Rs. 85,00,000/- (Rupees Eighty Five Lakhs Only) to be paid by the Third Party to the First Party at the time quashing of FIR No. 45/2023 in terms of aforesaid MOU dated 07.04.2025. The said sum of Rs. 2,15,00,000/- (Rupees Two Crore Fifteen Lakhs Only) was paid by the Third Party to the First Party in the following manner:

- i. A sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by virtue of DD no. 140903 dated 03.01.2025 drawn on State Bank of India, Defence Colony Branch, Delhi.
- ii. A sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) vide Banker's cheque dated 19.02.2025 drawn on State Bank of India, Defence Colony Branch, Delhi.



- iii. A sum of Rs. 1,00,00,000/- (Rupees One Crore Only) transferred through RTGS vide UTR no. 50100311704648 on 11.03.2025.
- iv. A sum of Rs. 85,00,000/- (Rupees Eighty Five Lakhs Only) at the time of the signing of MOU dated 07.04.2025 by virtue of DD No. 036525 dated 05.04.2025.

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AND WHEREAS the Third Party filed a quashing petition being CRL.M.C. 3689/2025, titled as “*Madhur Jain v. State of NCT of Delhi & Ors.*” seeking quashing of FIR No45/2023 in terms of the said MOU dated 07.04.2025.

AND WHEREAS the Hon’ble Court observed vide order dated 10.07.2025 that either both the civil and criminal disputes arising out of the Agreement to Sell dated 07.10.2022 be resolved amicably, or alternatively, both disputes be left to be adjudicated by the competent courts. The copy of the order dated 10.07.2025 is annexed hereto as **Annexure-C.**

AND WHEREAS subsequently, the said suit CS(OS) 58/2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 27.08.2025 passed by the Ld. Joint Registrar (Judicial) (DHJS) of the Hon’ble High Court of Delhi.

AND WHEREAS the Parties agreed that Ms. Isha Khanna, Advocate would act as the Mediator in the matter of Mediation proceedings.

AND WHEREAS various mediation sessions have been held with the Parties and/or their respective Advocates, with the assistance of the Mediator, the Parties have voluntarily arrived at an amicable solution on the following terms and conditions: -



1. The Third Party has agreed to pay and the First Party has agreed to accept a sum of Rs. 85,00,000/- (Rupees Eighty Five Lakhs Only) (hereinafter referred to as "**Settlement Amount**") towards full and final satisfaction of all the rights, title and interest of the First Party in the "**Said Property**" as well as his claims of against the Second Party and Third Party arising from the subject matter of the dispute. The abovementioned amount of Rs. 85,00,000/- (Rupees Eighty Five Lakhs only) is the remaining part payment which was agreed between the Third Party and the First Party in the previous MoU dated 07.04.2025.
2. The Third Party has agreed to pay and the First Party has agreed to accept the said Settlement Amount of Rs. 85,00,000/- (Rupees Eighty Five Lakhs Only) by way of bank draft drawn in favour of "SATYAN KAPOOR" at the time of disposal of CS (OS) 58/2023 by the First Party.
3. The Parties undertake to present themselves before the Hon'ble Court confirming the terms of the present Settlement Agreement and the Parties agree to request the Hon'ble High Court of Delhi to dispose of the CS (OS) 58/2023 in view of the present Settlement Agreement on the next date of hearing.
4. The First Party agrees that upon receipt of the Settlement Amount from the Third Party, all the claims of the First Party against the Second Party and Third Party with respect to the "Said Property", MoU dated 07.04.2025 as well as the aforesaid pending litigation shall stand satisfied and he shall not claim any rights, title or interest in the "**Said Property**".
5. The Parties agree that as First Party does not wish to claim anything from said Mr. Sarabjeet Singh in the present suit bearing CS(OS) 58/2023, hence he may not be made Party to the present Settlement Agreement.



6. The First Party further undertakes to assure his presence before the Hon'ble Delhi High Court at the time of the proceedings/hearing and to cooperate for quashing of the FIR No. 45/2023 and take all necessary steps required for quashing of FIRs including giving his No Objection if the Hon'ble Court is inclined to quash the FIR in question.
7. The Hon'ble Court may consider the prayer of the First Party for refund of the court fees to the First Party in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure and the Second party and Third Party shall not have any objection to the same.
8. The First Party agrees that if he fails to give his No-Objection for quashing of FIR No. 45/2023 as per the present Settlement Agreement, then the Third Party shall be entitled to recover the entire amount of Rs. 3,00,00,000/- (Rupees Three Crore Only) received by him from the Third Party.
9. The Parties agree that the Parties shall not be left with any claim against each other regarding the subject matter of the present dispute and shall not raise any claim against each other in future qua the same.
10. The Parties further agree that the present Settlement Agreement has been read over and explained to both the Parties in vernacular (Hindi) and they have agreed to the present terms after thoroughly reading and understanding the same by their mutual irrevocable voluntary consent without any force, coercion, misrepresentation, undue influence, pressure from any corner and will not retract such consent at any stage in any manner whatsoever.



11. The Parties agree to undertake before the Hon'ble High Court of Delhi to extend full cooperation to each other to achieve the objective of this Settlement Agreement, abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in the future. It is agreed by the Parties that upon successful implementation of the present Settlement Agreement, the Parties shall not file any case against each other with respect to the present subject matter.

12. That the contents of this Settlement Agreement have been understood by all the Parties. Both the Parties undertake that they have signed above settlement after going through and understanding the contents and they have settled the dispute between themselves on their own will and without any force, pressure or coercion, from any quarter.

3. It is stated that in terms of Paragraph 2 of the Settlement Agreement dated 16.01.2026, a Demand Draft bearing No. 007673 drawn on HDFC Bank, Jangpura Extension, New Delhi, for the sum of Rs.85 lakhs has been handed over by the learned Counsel for Defendant No.2 to the learned Counsel for the Plaintiff in Court today.

4. It is stated that the other necessary steps regarding quashing of FIRs etc., have been taken, for which a petition under Section 528 of the BNSS, 2023 for quashing of the FIR has already been filed.

5. The Plaintiff, Authorized Representative of Defendant No.1, and Defendant No.2 are present in Court today. Their statements are taken on record.

6. This Court has also perused the terms of the Settlement Agreement dated 16.01.2026, which are lawful in nature and accordingly, the Suit can



be disposed of in terms of the Settlement Agreement dated 16.01.2026, under Order XXIII Rule 3 of the CPC.

7. The parties are bound by the Settlement Agreement dated 16.01.2026.
8. In view of the fact that the settlement has been arrived at between the parties, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.
9. Let the decree sheet be drawn up according to the Settlement Agreement dated 16.01.2026.
10. The Suit is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 29, 2026

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