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

+ **FAO (COMM) 43/2026 & CM APPL. 9417/2026**

SS ELITE TRIANGLE PRIVATE LIMITED

& ORS.

.....Appellants

Through: Mr. Anil K. Khaware, Adv.

versus

DR. SURBHI SINGH & ANR.

....Respondents

Through: Mr. Attin Shankar Rastogi, Mr. Archit Chauhan, Ms. Jigyasa Parashar Advs. with Dr. Surbhi Singh- Respondent No. 1 in person.

Mr. Aman Leekha Adv. and Mr. Tijender Singh Bhalla-R2.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

ORDER

% **25.03.2026**

1. This hearing has been done through hybrid mode.
2. The dispute in the present case relates to the Appellant No.1 – SS Elite Triangle Private Limited, in which there are two shareholders/Directors *i.e*, Appellant No. 2– Dr. Ashutosh Misra on one hand and Respondent No. 1– Ms. Surbhi Singh on the other hand.
3. A clinic by the name “**Beaumonde**” was started by Appellant No. 2 & Respondent No. 1 and was being run at E -84, Ground floor Hansraj Gupta Marg, Greater Kailash-1, New Delhi since 2022 (*hereinafter*, ‘*the clinic*’).
4. The said premises is owned by one Sh. Tajinder Singh Bhalla. The wife of Dr. Ashutosh Misra, Dr. Parul Garg– Appellant No. 2, is a Radiologist and also works at the above stated clinic.



5. Disputes arose between the parties in respect of the running of the clinic. There are allegations and counter allegations being made by the parties. The allegations of Respondent No. 1– Dr. Surbhi Singh is that Appellant No. 2– Dr. Ashutosh Misra, has siphoned off the funds of the clinic.
6. Amongst the other counter allegations of Dr. Ashutosh Misra against Dr. Surbhi Singh, one allegation is that she used the email ID of the Appellant No. 1 Company to unilaterally issue a notice for terminating the lease deed of the property where the clinic was operating and such act on her part was done without any prior consent of Appellant No. 2 and without obtaining any approval from the board of the Appellant No. 1 Company. These allegations have even led to criminal complaints being filed by the parties against each other.
7. A Commercial suit being **CS (COMM) 55/2026** titled **SS Elite Triangle Private Limited & Ors vs Dr. Surbhi Singh** was also instituted by the Appellants *i.e.* on behalf of the Company and Dr. Ashutosh Misra and Dr. Parul Garg. In the said suit various reliefs were sought and an application for interim relief was also filed under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908.
8. The prayer in the said application was in respect of fixtures and moveable items at the clinic. The Commercial Court *vide* order dated 4th February, 2026 dismissed the injunction application. The said order is under challenge in this appeal.
9. On 11th February 2026, when this appeal was heard, objections as to maintainability of the appeal on behalf of the Respondent No. 1 were raised on the ground that since Dr. Surbhi Singh is 50% shareholder, and Director of the Appellant No. 1 Company, the Appellant No. 2–Dr. Ashutosh Misra could not have filed the present appeal on behalf of the company.
10. It was also submitted before the Court that since the clinic was a



running clinic, a substantial number of equipment, machinery, such as ultrasound machine, components, various other devices and systems *etc.* were all lying in the clinic which were quite expensive. The same were also not used since October-November 2025.

11. After hearing *Id.* Counsel for the parties, this Court on 11th February, 2026 observed as under:-

“14. The parties to the present dispute are all professionals and in the opinion of this Court, an attempt ought to be made for resolution of their disputes amicably. Dr. Parul Garg and Dr. Surbhi Singh are present in Court and are agreeable for mediation.

15. There are various liabilities which exist in respect of the machinery. Some machinery was licensed by the concerned authorities under the Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994, including a USG machine.

16. There are outstanding EMIs pertaining to the equipment at the clinic which are also a matter of concern, as per the parties.

17. In the opinion of this Court, these issues would have to be discussed and resolved between the parties, failing which there is a possibility that the entire equipment, during the pendency of litigation, can become obsolete, leading to all parties suffering immense financial loss.

18. Accordingly, in order to attempt amicable resolution, the parties are referred for mediation to the Delhi High Court Mediation and Conciliation Centre.

19. Ms. Anita Sahni (Mob. No. 9810113256), Senior Mediator in the Delhi High Court Mediation and Conciliation Centre is nominated as the mediator. The parties to appear before the Delhi High Court Mediation and Conciliation Centre tomorrow, i.e. on 12th February, 2026, at 4:00 P.M.

20. As of now, status quo shall be maintained in respect of the equipment and other machinery lying in the



premises.”

12. In addition, a Local Commissioner was also appointed to prepare an inventory of the premises along with the equipment, machinery, records etc. The keys of the premises have also been deposited before this Court. The Local Commissioner has also made the inventory and filed her report before the Court.

13. The mediation proceedings between the parties continued under the aegis of the Delhi High Court Mediation and Conciliation Centre. The disputes have now been resolved and a settlement agreement dated 19th March, 2026 has been executed.

14. In terms of the said settlement agreement, various terms and conditions have been agreed upon by the parties. The said terms and conditions are contained in paragraph 1 to 30 of the settlement agreement. The agreement also consists of Annexure- A, which is the inventory of all the movable and immovable assets lying in the premises as prepared by the Id. Local Commissioner. The settlement agreement is signed by all the parties, *i.e.* Dr. Ashutosh Misra, Dr. Surbhi Singh and Dr. Parul Garg as also the landlord Mr. Tejinder Singh Bhalla.

15. On behalf of the Appellant No. 1 Company, Dr. Ashutosh Misra and Dr. Surbhi Singh have signed the agreement. Id. Counsel for the parties and the Id. Mediator have also signed the settlement agreement.

16. The Court has perused the terms of settlement. The same are legal and valid. There is no impediment in recording the settlement. One of the terms of the settlement is that the ultrasound machine lying at the clinic having Serial No. KF8-38002736 is to be handed over to Dr. Ashutosh Misra and Dr. Parul Garg and they have been permitted to retain the same. Dr. Surbhi Singh



has given up any rights or claims towards the said machine or costs thereof. For movement of this machine as also the other machines and along with components and accessories, the parties are to apply to the concerned Registry/ Authority under the Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994.

17. Since the ultrasound machine would have to be shifted, let the necessary formalities be completed and the inspection by the concerned Authority be undertaken on an urgent basis and in any case the shifting shall be permitted before 5th April, 2026. The approval shall be granted for the same subject to any conditions that the said Authority may impose for compliance. The new premises where the machine is being shifted to shall also be intimated to the said Authority.

18. Insofar as the liabilities of the Appellant No. 1 Company is concerned, the same shall be borne in equal proportion by Dr. Ashutosh Misra and Dr. Surbhi Singh *i.e.* 50% each. Since there is a fund crunch for Dr. Surbhi Singh, it is agreed between the parties that the initial liabilities which may come up shall be borne by Dr. Ashutosh Misra to the extent of 50% and, thereafter, Dr. Surbhi Singh shall bear the said liabilities to the extent of 50%. All liabilities shall be cleared on or before 30th June, 2026.

19. Insofar as the unpaid rent, electricity charges and other charges payable to the landlord are concerned, Dr. Ashutosh Misra and Dr. Surbhi Singh have agreed to bear the same 50% each and the same are to be cleared by 5th April, 2026. The amount which has been agreed towards unpaid rent is Rs.6,67,618/- and electricity amount is Rs.81,890/-. Accordingly, the 50% of the said amounts each shall be transferred by way of a bank transfer by Dr. Ashutosh Misra and Dr. Surbhi Singh by 5th April, 2026 to the landlord. Moreover, as



per the settlement agreement, Dr. Ashutosh Misra shall pay Rs. 30,00,000/- to Dr. Surbhi Singh towards full and final settlement of all the disputes between the said parties. The relevant paragraph of the settlement agreement reads as under:

“9. It is further agreed between the Second and the Fourth Party that the Second Party shall pay an amount of Rs. 30,00,000/-(Rupees Thirty Lakhs Only) to the Fourth Party towards full and final settlement of all the disputes, leaving no claim or dispute on any account to be agitated any time in future. The said amount shall be paid by the second party to the fourth party as follows:

- a. Rs. 15 lakhs on or before 30.07.2026.*
- b. Rs. 5 lakhs on or before 30.08.2026.*
- c. Rs. 5 lakhs on or before 30.09.2026.*
- d. Rs. 5 lakhs on or before 30.10.2026.”*

The payment of Rs.30,00,000/- shall be made by Dr. Ashutosh Misra in terms of the above-mentioned timeline.

20. All the parties are present today. The parties shall remain bound by the terms and conditions set out in the settlement agreement dated 19th March, 2026 as also the directions given hereinabove.

21. At this stage, the Court has been appraised about paragraph 12 of the settlement agreement. In paragraph 12 of the agreement, it has been agreed by the parties as under:-

“12. That it is agreed that all parties shall withdraw their cases mentioned in the settlement, complaints, petitions or any litigations, disputes pending between them and the parties herein shall seek disposal of all the proceedings pending before the different courts as narrated above within two weeks from today. In case, it comes to the knowledge of any of the parties that any other case complaint is pending before any court or



authority the same shall be deemed to have been withdrawn upon implementation of the terms and conditions agreed herein above.”

22. In view thereof, all the criminal complaints and other proceedings including the suit shall be disposed of as settled. Neither of the parties shall pursue any of the criminal complaints filed against each other. The remaining proceedings shall also be disposed of in terms of the settlement agreement.

23. Moreover, the parties shall co-operate with each other for quashing of **FIR No. 0410/2025** P.S. Greater Kailash subject to compliance of terms and conditions in the settlement agreement. If there is any violation of this settlement agreement by any of the parties, the aggrieved party is free to avail of legal remedies in accordance with law including under the Contempt of Courts Act, 1971.

24. The keys of the clinic were kept with the concerned Deputy Registrar of this Court and the same have been called for. A yellow sealed envelope was received by the Court which included the keys of the clinic, the report of the Id. Local Commissioner, etc. The keys from the said envelope are handed over back to the landlord in order to give effect to this agreement. All the other contents of the envelope are returned to the concerned Deputy Registrar. If any of the parties need access to the premises, the landlord shall provide the same.

25. Copy of the settlement agreement be also communicated by the Delhi High Court Mediation and Conciliation Centre to the Court where the suit *i.e.*, **CS (COMM) 55/2026** is pending.



26. The petition is disposed of in these terms. All pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J.

MADHU JAIN, J.

MARCH 25, 2026/MR/ck