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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 90/2019, I.A. 2144/2019, I.A. 15114/2019, I.A. 17681/2019,
I.A. 17683/2019, I.A. 785/2020, I.A. 8047/2022, I.A. 5996/2024
SHRI ASHU AGGARWALPlaintiff

Through: Ms. Merlin Mathew, Ms. Aaroahi
Malik, Mr. Pranzal Jha, Mr.
Kharanshu Rana, Advs and Mr. Raju
SPA holder for Plaintiff

versus

SHRI MANISH VIJDefendant
Through: Mr. Rakesh Chander Agrawal, Mr.
Sandeep Dhanuka & Mr. Kartik
Kumar Agrawal, Advocates

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
14.01.2026

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1. The present Suit has been filed by the Plaintiff seeking specific performance of the Agreement to Sell dated 02.08.2018.
2. During the pendency of the present Suit, the parties have entered into a settlement *vide* a Settlement Agreement. Though there is no date mentioned in the Settlement Agreement, the Stamp Paper has been purchased on 23.09.2025. The Settlement Agreement is being reproduced as under:

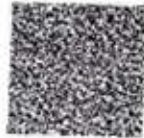


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL60013568560387X
Certificate Issued Date	: 23-Sep-2025 01:36 PM
Account Reference	: IMPACC (IV)/ d1925703/ DELHI/ DL-NDD
Unique Doc. Reference	: SUBIN-DL92570351258817998591X
Purchased by	: ASHU AGGARWAL
Description of Document	: Article 58 Settlement
Property Description	: FLAT NO. 331, KANUNGO APARTMENTS, I.P. EXTENSION, PATPARGANJ, DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ASHU AGGARWAL
Second Party	: MANISH VIJ
Stamp Duty Paid By	: ASHU AGGARWAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Registration
RV

Signature



Statutory Alert

1. The authenticity of the Stamp certificate should be verified at www.e-stampsonline.gov.in or using e-Stamp Mobile App or Check History.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. This page authenticating the legal notice is not the subject of any legal dispute.



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SETTLEMENT AGREEMENT

This Settlement Agreement is made and executed at New Delhi on this ____ day of September, 2025 between **MR. ASHU AGGARWAL**, S/o Sh. Raj Kumar Aggarwal, R/o Flat No. 331, Kanungo Apartments, I.P. Extension, Patparganj, Delhi – 110092 duly represented through **MR. RAJ KUMAR GUPTA**, S/o Sh. Hari Om Gupta, R/o Flat No. F-2, Shree Ganesh Apartments, Plot No. 93, I.P. Extension, Patparganj, Delhi – 110092 being his Power of Attorney holder duly authorized vide General power of Attorney dated 17.01.2019 (*hereinafter referred to as the "First Party"*)

AND

MR. MANISH VIJ, S/o Late Sh. S.K. Vij, R/o 3A-081, GC Grand Vaibhav Khand, Indirapuram, Ghaziabad, U.P.- 2010104 (*hereinafter referred to as the "Second Party"*).

The First and the Second Party are hereinafter collectively referred to as "parties".

WHEREAS the parties herein had entered into an Agreement to Sell dated 02.08.2018 (*hereinafter referred to as "said Agreement"*) whereby the Second Party agreed to sell the property bearing no. Flat No. 331, Kanungo Apartments, I.P. Extension, Patparganj, Delhi – 110092 (*hereinafter referred to as the "suit property"*) to the First Party for a total Sale consideration of Rs. 2,71,50,000/- (Rupees Two Crore Seventy One Lakhs and Fifty Thousand Only).

WHEREAS the Second Party had duly handed over possession of the suit property to the First Party in October, 2018 in order to showcase their bonafide as the Second Party had requested the First party for some additional monies. That the First Party had paid a total sum of Rs. 1,21,00,000/- (Rupees One Crore Twenty One Lakhs only) as earnest money in terms of the said Agreement.

Raj Kumar Gupta
R.K.



Manish Vij

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WHEREAS certain disputes arose between the parties during the subsistence of the said Agreement and it came to the notice of the First Party that the suit property had been mortgaged by the Second Party with LIC Housing Finance Ltd.

WHEREAS various Police complaints were also filed by the parties herein against each other.

WHEREAS the Second Party herein had filed a Suit for Permanent and Mandatory Injunction and Declaration and Possession as well as Recovery of Arrears of Rent and Future rents and Damages in respect of the suit property before the Hon'ble Karkardooma Court, Delhi bearing no. Civil Suit no. 962 of 2018 titled as "*Manish Vij vs Gagan Chawla & ors*" against Mr. Gagan Chawla, Kanungo Group Housing Cooperative Society Ltd., Mr. Ashu Aggarwal (First Party herein) and M/S Mansa Property Dealer.

WHEREAS the First Party was constrained to file a suit for Specific Performance before the Hon'ble High Court of Delhi bearing no. CS(OS) 90 of 2019 titled as "*Shri Ashu Aggarwal vs Shri Manish Vij*" against the Second Party seeking Specific Performance of the Agreement to Sell dated 02.08.2018.

WHEREAS since the Second Party had mortgaged the suit property with the LIC Housing Finance Ltd. and had stopped paying the relevant loan installments, the LIC took symbolic possession of the suit property vide notice dated 24.01.2020 U/s 13(4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act).

WHEREAS the First Party was constrained to file an application bearing no. S.A. No. 55 of 2020 later renumbered as T.S.A. 863 of 2022 under Section 17(1) of the SARFAESI Act challenging the validity of the aforesaid notice before the

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Debt Recovery Tribunal, New Delhi titled as "*Sh. Ashu Aggarwal vs LIC Housing & Finance Ltd. & Ors.*". That during the said proceedings, the First Party had also deposited a sum of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) before the Hon'ble DRT, Delhi in the name of LIC Housing Finance Ltd. by way of a high interest bearing fixed deposit.

WHEREAS during the pendency of CS(OS) 90 of 2019, before the Hon'ble High Court of Delhi, LIC Housing Finance Ltd. was also impleaded as a Defendant in the said suit.

WHEREAS the Second Party has also filed a petition titled as "*Manish Vij vs Gagan Chawla & Ors.*" before the Hon'ble High Court of Delhi u/s 24 of the Civil Procedure Code, 1908 bearing no. T.R.P.(C) 72 of/2025 seeking transfer of the Civil Suit No. 962 of 2018 to the Hon'ble High Court of Delhi and for tagging it along with CS(OS) 90 of 2019.

WHEREAS all the aforesaid cases filed by the parties herein are still pending adjudication before the relevant Courts/Tribunals.

WHEREAS during the course, the parties herein have agreed to resolve their disputes amicably and therefore, it is decided between the parties that the Agreement to Sell dated 02.08.2018, be assigned in favour of Mr. Raj Kumar Gupta, S/o Sh. Hari Om Gupta, R/o Flat No. F-2, Shree Ganesh Apartments, Plot No. 93, I.P. Extension, Patparganj, Delhi – 110092 and the earnest money already paid by the First Party to the Second Party amounting to Rs.1,21,00,000/- (Rupees One Crore Twenty One Lakhs only) shall stand adjusted as Rs.1,09,00,000/- (Rupees One Crore Nine Lakhs only) in lieu of earnest money under the new Agreement to Sell dated 18.09.2025 duly executed between the Second party and Mr. Raj Kumar Gupta.

Raj Kumar Gupta
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Manish Vij
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WHEREAS the Second Party has assured and indemnified the First Party that the Second Party has satisfied any and all dues of the LIC Housing Finance Ltd. and the Second Party has assured the First Party that the LIC Housing Finance Ltd. has no claim/interest/right in the suit property whatsoever.

WHEREAS the parties herein have now expressed their desire to settle the matter amicably. That therefore, an Agreement to Sell dated 18.09.2025 was executed between the Second Party and Mr. Raj Kumar Gupta for a sum of Rs.3,58,00,000/- (Rupees Three Crore and Fifty Eight Lakhs only) out of which, the aforesaid amount of Rs.1,09,00,000/- (Rupees One Crore and Nine Lakhs only) already stands received and acknowledged by the Second Party as earnest money towards the Agreement to Sell dated 18.09.2025 and the remaining sum of Rs.2,49,00,000/- (Rupees Two Crore Forty Nine Lakh only) shall be payable as per the terms therein.

In furtherance thereof, the First Party and the Second Party are voluntarily and of their own free will and without coercion from any quarter entering into the present Settlement Agreement on the following terms and conditions:

AND NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THAT:

- a) It is agreed, recorded and declared by the parties hereto that save and except the Court Cases filed by the First Party against the Second Party and the Court cases filed by the Second Party against the First Party, as enumerated hereinabove, there are no other court cases filed or pending against each other. It is clarified by both the parties that apart from the above matters no other claim, dispute, complaint, etc. is/are pending before any competent authority be it any Arbitrator, Court of Law, Police Station or any other

Raj Kumar Gupta
RK

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competent Tribunal and/or Authority. It is also agreed and recorded herein that the understanding being arrived at intends to bring a quietus end to all such litigation, or potential litigation.

- b) That the parties have therefore agreed to settle all differences and disputes as arisen between the parties and all rights, titles, interest whatsoever arising out of the Agreement to Sell dated 02.08.2018 have been transferred/assigned to Mr. Raj Kumar Gupta and the Second Party has agreed to Sell the Suit property to Mr. Raj Kumar Gupta vide Agreement to Sell dated 18.09.2025 for a total Sale consideration of Rs.3,58,00,000/- (Rupees Three Crore and Fifty Eight Lakhs only) out of which Rs.1,09,00,000/- (Rupees One Crore and Nine Lakhs only) stands received and acknowledged by the Second Party as earnest money towards the Agreement to Sell dated 18.09.2025.
- c) That the Second Party has hereby agreed to execute the Sale Deed with respect to the Suit Property in favour of Mr. Raj Kumar Gupta on or before 18.11.2025 and the same has been envisaged in the Agreement to Sell dated 18.09.2025.
- d) That the Parties hereby agree to relinquish any and all claims, rights, liabilities, etc., against one another in respect of the subject matter of the present Settlement Agreement subject to the execution of the Sale Deed in favour of Mr. Raj Kumar Gupta (assignee of the First Party) by the Second Party herein on or before 18.11.2025.
- e) That the First Party undertakes and agrees to withdraw the Civil Cases filed by them against the First Party bearing no. CS(OS) 90/2019 and T.S.A. No. 863/2022 which are pending adjudication before the Hon'ble High Court

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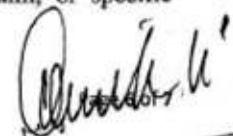


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of Delhi and the Debt Recovery Tribunal, New Delhi and any and all other notices, complaints, applications, etc., and make such necessary statement(s) for withdrawal of the said cases, upon signing of the present Settlement Agreement and subject to the fulfilment of the terms of the present Settlement Agreement.

- f) That upon withdrawal of the case bearing no. T.S.A. No. 863/2022 by the First Party, the Second Party shall have no claim whatsoever upon the amount deposited by the First Party in the Hon'ble Debt Recovery Tribunal, New Delhi as well as on the interest accrued thereon and the First Party shall have the sole right to appropriate the entire money deposited by him with the Hon'ble Debt Recovery Tribunal, New Delhi and the interest accrued thereon upon its release.
- g) That upon execution of the present Settlement Agreement and fulfilment of its terms, the Second Party agrees and undertakes to withdraw the Civil Suit no. 962 of 2018 pending adjudication before the Hon'ble Karakardooma Courts, Delhi and T.R.P.(C) 72/2025 pending adjudication before the Hon'ble High Court of Delhi and any and all other notices, complaints, applications, etc and make such necessary statement(s) for withdrawal of the said cases.
- h) That both the parties herein agree and undertake to co-operate with one another with respect to making any necessary statement(s) or giving any undertaking(s) subject to the fulfilment of the terms of the present Settlement Agreement.
- i) That upon fulfilment of the terms of the present agreement, both the parties are free, and shall not bind or claim any penalty, claim, or specific performance of the said agreement against each other.


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Anil K. Singh



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- j) That it is agreed between the parties that incase the terms of the present Settlement Agreement are not fulfilled, the First Party shall have the right to take appropriate action against the Second Party in accordance with law including continuance/ revival of all the ongoing legal proceedings.
- k) With the implementation of this Settlement Agreement and satisfaction of its terms, all grievances, claims and disputes by either Party (past, present or future) with or against the other shall stand fully settled, dissolved and discharged, and neither Party has any intent nor shall have any right to make any claim or complaint against the other with regard to any matter, act or deed.
- l) The parties to this Settlement Agreement confirm that they have voluntarily and of their own free will, without any coercion, force or undue pressure from any quarter signed the present Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date first above written.

Raj Kumar Gupta

FIRST PARTY

(Mr. Ashu Aggarwal)

(Represented through Power of Attorney Holder
Mr. Raj Kumar Gupta)

Manish Vij

SECOND PARTY

(Mr. Manish Vij)

Witnesses:

1. *Ram gupta*

2. *RATGA*

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3. The Plaintiff i.e. Mr. Ashu Aggarwal has joined the proceedings through video conferencing. Learned Counsel for the Plaintiff has identified the Plaintiff. The Power of Attorney – Mr. Raj Kumar Gupta is also present in Court today.
4. The Defendant i.e Mr. Manish Vij is also present in Court today and the learned Counsel for the Defendant has identified the Defendant.
5. Both the Plaintiff and the Defendant state that they have understood the contents of the Settlement Agreement and are prepared to abide by the Settlement Agreement.
6. This Court has gone through the Settlement Agreement which is legal and lawful.
7. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of CPC and the Settlement Agreement entered into between the Parties.
8. Pending applications, if any, also stand disposed of.
9. Let the Decree Sheet be prepared accordingly.
10. The Parties shall be bound by the terms of the Settlement Agreement.
11. The Court Fee be refunded in accordance with Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

JANUARY 14, 2026

S. Zakir