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

+ **CS(OS) 149/2021**

VINAMRTA KATHURIA & ORS.Plaintiffs

Through: Mr. Rajesh Kr. Malhotra, Advocate
for Plaintiff 2 and 3.

versus

PRABHAT GANDHI & ORS.Defendants

Through: Ms. Sucharita Ghosh, Advocate for
D1 to D3.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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27.01.2026

I.A. 2217/2026 (Application under Order XXIII Rule 3 read with Section 151 CPC by the parties)

1. The present application has been filed on behalf of the plaintiffs and defendants for recording of settlement and disposal of the suit in terms thereof.
2. Learned counsel appearing on behalf of the parties submits that during pendency of the proceedings of the present suit, parties were referred to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre, where the parties have arrived at a settlement, terms whereof have been reduced in writing in the form of settlement agreement dated 12.01.2026, a copy of which has been annexed with the present application as Document 'A'.
3. The terms of the settlement agreed upon between the parties have also been reproduced in Para 4 of the present application. As per the settlement,



plaintiffs have given up the challenge to the Registered Will dated 05.05.2017 of Late Brij Bhushan Kathuria, propounded by the defendants. Plaintiffs had also propounded a separate Will of Late Brij Bhushan Kathuria, which the plaintiffs would not press in view of the settlement. It is also one of the terms of the settlement that the plaintiffs will not claim their rights in the suit property and defendants shall pay a sum of Rs.16,00,000/- to the plaintiffs.

4. In light of the terms of settlement, defendants have handed over a demand draft of Rs.16,00,000/- dated 17.12.2025 drawn on YES Bank, Hudson Lane Branch, Kingsway Camp in favour of plaintiff no.3. It is also recorded in the settlement that the plaintiff nos. 1 and 2 have no objection if the said demand draft is given solely to plaintiff no.3. The application is supported by the affidavits of all three plaintiffs and the defendants.

5. I have perused the settlement agreement which is in writing and the same is also signed by all the parties to the suit.

6. In that view of the matter, this Court is of the view that there is no impediment in decreeing the suit in terms of the settlement.

7. Accordingly, suit is decreed in terms of the settlement agreement dated 12.01.2026, which shall form part of the decree.

8. At this stage, learned counsel appearing on behalf of the plaintiffs submits that since the parties have arrived at a settlement before the mediation, the court fees affixed by the plaintiffs may be ordered to be refunded.

9. Having regard to the fact that the parties have arrived at a settlement before the mediation, which is one of the modes of settlement mentioned in Section 89 of the CPC, this Court is of the view that plaintiffs are entitled to



refund of the full court fees affixed on the plaint.

10. Accordingly, Registry of this Court is directed to issue a certificate to the plaintiffs for refund of full court fees as per rules.

11. Application stands disposed of.

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12. In view of the order passed above, suit stands disposed of.

13. The date fixed before the learned Joint Registrar, i.e., 24.02.2026 stands cancelled.

VIKAS MAHAJAN, J

JANUARY 27, 2026/jg