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

+ **CS(OS) 150/2021**

PRAN NATH CHADHA & ORS.

.....Plaintiffs

Through: Mr. Praval Arora and Mr. Pratyaksh
Bhadoria, Advs. for P-1, 4 & 5.
Mr. Joydeep Sharma and Mr. Kaushal
Kapoor, Advs. for P-2 and 3.

versus

CHETANYA BUILD CON INDIA PRIVATE LIMITED

.....Defendant

Through: Mr. Shashank Sharma, Adv. with Mr.
Ankush Saluja, Director of Company.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

10.03.2026

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I.A. 5906/2026 (joint application under Order XXIII Rule 3 read with Section 151 CPC)

1. The present suit has been filed by the plaintiffs praying for decree of permanent injunction, mandatory injunction, declaration in terms of the prayer in the plaint.
2. During the pendency of the present suit, the parties have arrived at settlement terms whereof have been reduced in writing in the form of settlement agreement dated 26.02.2026, a copy of which has been annexed with the present application.
3. In terms of the said settlement, the plaintiffs have agreed to make total payment of Rs. 5,15,00,000/- in following three Tranches:



(i) Rs.1,05,00,000/- is already paid by the Plaintiffs at the time of the signing of the Settlement Agreement;

(ii) Rs.2,05,00,000/- to be paid by the plaintiffs to defendant on the date of withdrawal of the present appeal.

(iii) Rs. 2,05,00,000/- to be paid by the plaintiffs to defendant on the date of decree of the CS(OS) no.150/2021 titled “Pran Nath Chadha & Ors. VS M/S Chetanya Buildcon Pvt. Ltd.” before the Hon’ble Court.

4. It is stated that an amount of Rs.1,05,00,000/- was paid by the plaintiffs to the defendant at the time of signing of the settlement agreement. The third tranche has been paid today by way of demand draft in the Court.

5. Mr. Ankush Saluja, Director of the defendant, is present in Court and acknowledges receiving a total amount of Rs. 3,10,00,000/-.

6. The second tranche, now remains to be paid, which will be payable at the time of withdrawal of FAO (OS) 83/2024, preferred by the defendant.

7. The settlement agreement has been signed by all the plaintiffs and the Director of the defendant company.

8. The Court has also perused the terms of settlement and find the same to be lawful, therefore, there is no impediment in decreeing the suit in terms of the settlement dated 26.02.2026.

9. The clause 2.2 of the said settlement specifically records that suit has to be decreed in terms of the prayer made in the plaint, and the same reads thus:

“2.2 Simultaneously, The Parties shall move a joint application before the Hon’ble High Court of Delhi praying for a decree in CS (OS) No. 150 of 2021 in terms of the prayers made in the suit by the First Parties.”



10. In view of the above, the suit is decreed in terms of the settlement arrived at between the parties, as well the prayer in present suit.

11. The settlement shall form part of the decree and the parties shall remain bound by the terms thereof.

12. Let decree sheet be drawn accordingly.

13. The application stands disposed of in the above terms.

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14. In view of the order passed above, the suit along with pending applications stand disposed of.

15. The date already fixed i.e. 18.03.2026 before the learned Joint Registrar in I.A. 2883/2025 stands cancelled.

VIKAS MAHAJAN, J

MARCH 10, 2026

N.S. ASWAL