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

Date of decision: 13th May, 2026

+ **RFA(COMM) 288/2026, CM APPL. 28236/2026 & CM APPL. 28237/2026**

MURARI LAL JAIN SINCE DECEASED THROUGH LRS

.....APPELLANT

Through: **Mr. A.K. Suri, Mr. Sumbul Nizam,**
Advs. alongwith appellant in person.

versus

DEEPAK KUMAR TYAGI

.....RESPONDENT

Through: **Mr. Dhruv Gautam, Mr. Abhishek**
Tongar, Advs. alongwith respondent
in person.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT

DINESH MEHTA, J. (ORAL)

1. The matter was listed yesterday, when learned counsel for both the parties submitted that there is a possibility of an amicable settlement and both of them would sit and explore the possibility and settle the terms.
2. Today, both the counsel alongwith the parties present in the Court submit that they have mutually settled the matter and accordingly, a final amount of Rs.33,00,000/- is agreed to be paid by the appellants to the respondent-plaintiff within a period of six months.
3. The Settlement Agreement is taken on record.
4. Learned counsel for the respondent submitted that during the execution proceedings, appellant No.3- Dharmender Jain gave an undertaking that during the pendency of the execution proceedings, he/they



shall not sell shop No.100 situated at Sabji Mandi, Ballabhgarh.

5. The appellant no.3, present in the Court, assures that he shall abide by said undertaking until the satisfaction of the decree.

6. The appeal is, therefore, allowed in terms of the Settlement Agreement executed between the parties, terms whereof are reproduced hereunder for the sake of ready reference:-

"The terms of settlement between the Parties are as under -

a. That the Second Party has filed an appeal, RFA (Commercial) No. 288 of 2026 before the Hon'ble High Court of Delhi at New Delhi against the Final Judgment & Decree dated 03 January 2025 passed by the Court of Sh. Umed Singh Grewal, Ld. District Judge (Commercial Court – 02), North District, Rohini Courts, Delhi (the "Trial Court").

b. The Hon'ble High Court had adjourned the appeal on 12 May 2026 for 13 May 2026 at the join request of the Parties to enable them to explore any possibility of settlement.

c. The Parties and their respective Counsels discussed the proposal and counter - proposal and arrived at a final figure of INR 33,00,000/- (Indian Rupees Thirty-Three Lacs Only) as the full and final settlement amount towards satisfaction of the Final Judgment and Decree passed by the Ld. Trial Court.

d. The Second Party undertakes that they shall deposit the INR 33,00,000/- by way of a demand draft before 15th November 2026 before the Court of Sh. Naveen Kumar, Ld. Civil Judge (Junior Division), Faridabad (the "Executing Court"), where the execution proceedings in the Execution Petition No. 89 of 2026 are pending.

e. That the Second Party undertakes before this Hon'ble Court that they shall remain bound by the statement made by the Appellant No. 3 (Dharmender



Kumar Jain) on behalf of all the Appellants / Second Party before the Ld. Executing Court on 13 March 2026 and shall not dispose off property identified as Shop No. 100, located at sabzi Mandi, Ballabgarh, Faridabad, Haryana (the "Shop No. 100) till the sum of INR 33,00,000/- is deposited before the Ld. Executing Court before 15 November 2026.

f. That in case the Second Party does not deposit the agreed sum of INR 33,00,000/- before the Ld. Executing Court, the First Party shall be at liberty to institute contempt proceeding under the Contempt of Courts Act, 1971 for willful violation of the present Settlement Agreement before the Hon'ble High Court of Delhi and shall also be at liberty to proceed with the Execution Petition No. 89 of 2026 in accordance with law.

g. That additionally, in the event of default on part of the Second Party, the Second Party shall have no objection to the auction of Shop No. 100 towards realization of the decretal amount as awarded by the Ld. Trial Court.

h. That if the Second Party deposits a sum of INR 33,00,000/- before the Ld. Executing Court before 15 November 2026, the First Party shall not have any further claims against the Second Party and the First Party shall withdraw the Execution Petition No. 89 of 2026 pending before the Ld. Executing Court.

i. The Parties have signed this Settlement Agreement out of their own free will and after understanding the contents of this Settlement Agreement in vernacular, which has been explained to them in Hindi language by their respective counsels."

7. The judgment and decree dated 03.01.2025 passed by the Trial Court stand modified in terms of the settlement. The Settlement Agreement dated 13.05.2026 shall form part of the judgment and order instant.

8. A decree in terms of the settlement be drawn.



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9. In case the appellants fail to pay or deposit the amount of Rs. 33,00,000/- in the Executing Court by 15.11.2026, the present order shall stand recalled and the judgment and decree, as passed by the Trial Court shall stand revived. The same shall be enforceable in accordance with law; in the event of failure to pay the requisite amount by 15.11.2026, the respondent-decree holder shall not only be entitled to execute the decree but shall also be free to move an application before this Court for initiating contempt proceedings against the appellants.

10. Since the parties have settled the matter, the appellant shall be entitled for refund of the Court fee in accordance with the Court Fees (Delhi Amendment) Act, 2026 that has been brought by way of notification dated 06.03.2026, whereby Section 16 of the Court Fees Act, 1870 has been amended.

11. The Court fee shall, however, be refunded only after 15.11.2026, when the appellant is able to show that the decree has been satisfied in the terms of the order instant.

12. The appeal stands disposed of alongwith all pending applications. The Executing Court shall keep the execution proceedings in abeyance, until the amount of Rs.33,00,000/- is paid/deposited or until 15.11.2026, whichever is earlier.

**DINESH MEHTA
JUDGE**

**OM PRAKASH SHUKLA
JUDGE**

MAY 13, 2026/sr