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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 325/2023 & I.A. 16448/2023, I.A. 15676/2025**
AAA INFOSYSTEM PRIVATE LIMITED THROUGH ITS
AUTHORIZED REPRESENTATIVE MR MADHUSUDAN NAIR

.....Plaintiff

Through: Mr. Aditya Vikram Bajpai, Adv.

versus

RMA ESTATES AND INDUSTRIES PRIVATE LIMITED

.....Defendant

Through: Mr Pawan k. Mittal, Adv.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
13.02.2026

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1. The instant Suit has been filed by the Plaintiff for recovery of Rs.5,20,00,000/- along with *pendente lite* and future interest from the Defendant.
2. *Vide* Order dated 15.01.2024, the parties were referred to the Delhi High Court Mediation and Conciliation Centre. *Vide* Settlement Agreement dated 25.04.2025, the parties have settled their disputes amicably. A copy of the Settlement Agreement has been filed along with the application which reads as under:



**DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI**

Date: 25.04.2025

**M & C File No. 185/24
CS (COMM) 325/2023
AAA INFOSYSTEM PRIVATE LIMITED
VS.
M/S RMA ESTATES & INDUSTRIES PRIVATE LIMITED**

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on **25.04.2025**

AAA INFOSYSTEM PRIVATE LIMITED, through its Authorized Representative, Mr. Madhusudan Nair, having its registered office at W – 78, Greater Kailash – I, New Delhi – 110048, duly authorized vide Board Resolution dated 13.02.2024 passed by the Directors of the Company (hereinafter also referred to as the “**Plaintiff**”, which expression shall unless excluded by or repugnant to the context be deemed to include its successors, legal or authorized representatives, administrators, agents and permitted assigns, etc.) of the **FIRST PART**. Copy of the Board Resolution dated 13.02.2024 of the First Party is attached herewith as **ANNEXURE – A.**

AND



M/S RMA ESTATES & INDUSTRIES PRIVATE LIMITED, through its Authorized Representative, Mr. Sandeep Gupta, duly authorized vide Board Resolution dated 27.06.2023, having its registered office at M – 18, Third Floor, Greater Kailash – II (Market, New Delhi – 110048 (hereinafter also referred to as the “**Defendant**”, which expression shall unless excluded by or repugnant to the context be deemed to include its successors, legal or authorized representatives, administrators, agents and permitted assigns, etc.) of the **SECOND PART**. Copy of the Board Resolution dated 27.06.2023 of the Second Party is attached herewith as **ANNEXURE – B**.

The Party of the First Part and the Party of the Second Part shall collectively be referred to as the “**parties**”.

WHEREAS the First Party filed CS (COMM.) No. 325 of 2023 titled as, “M/s AAA Info system Pvt. Ltd. versus M/s RMA Estate & Industries Pvt. Ltd.” before the Hon’ble High Court of Delhi for recovery of Rs. 5.2 Crores with pendente lite and future interest.

AND WHEREAS the above said suit CS (COMM.) No. 325 of 2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 15.01.2024 passed by Dr. Jagminder Singh (DHJS), Ld. Joint Registrar (Judicial).



AND WHEREAS the parties agreed to submit their dispute(s) for an amicable settlement before the Delhi High Court Mediation Centre.

AND WHEREAS the Parties agreed that Ms. Beenashaw N. Soni, Advocate shall act as their Mediator.

AND WHEREAS comprehensive mediation sessions were held with the parties on various dates and with the assistance of the Mediator and the parties respective counsels, the Parties have arrived at an amicable settlement. The terms of the settlement are as follows:

TERMS AND CONDITION OF SETTLEMENT: -

(1) The Second Party has agreed to pay amount of Rs. 4,00,00,000/- (Rupees Four Crores Only) as full and final settlement through RTGS / NEFT which shall be paid by the Second Party in favour of the First Party in the following manner: -

S. NO.	DATE OF PAYMENT	AMOUNT (IN RS.)
1.	25.04.2025	Rs. 25,00,000/-
2.	25.05.2025	Rs. 20,00,000/-
3.	25.06.2025	Rs. 20,00,000/-
4.	25.07.2025	Rs. 20,00,000/-



5.	25.08.2025	Rs. 20,00,000/-
6.	25.09.2025	Rs. 20,00,000/-
7.	25.10.2025	Rs. 20,00,000/-
8.	25.11.2025	Rs. 20,00,000/-
9.	25.12.2025	Rs. 20,00,000/-
10.	25.01.2026	Rs. 20,00,000/-
11.	25.02.2026	Rs. 20,00,000/-
12.	25.03.2026	Rs. 20,00,000/-
13.	25.04.2026	Rs. 20,00,000/-
14.	25.05.2026	Rs. 20,00,000/-
15.	25.06.2026	Rs. 20,00,000/-
16.	25.07.2026	Rs. 20,00,000/-
17.	25.08.2026	Rs. 20,00,000/-
18.	25.09.2026	Rs. 20,00,000/-
19.	25.10.2026	Rs. 20,00,000/-
20.	25.11.2026	Rs. 15,00,000/-
TOTAL		Rs. 4,00,00,000/-

(2) That the Bank Account details of the First Party are detailed as hereinunder: -

Name of Account Holder :AAA Infosystem Private Limited

Bank Name : IDFC First Bank

A/c No. : 10052768502



IFSC Code : IDFB0020125
Branch : IDFC First Bank, Green Park
Branch, G – 2, A – 23, South East,
Delhi – 110016

- (3) That the Second Party shall hand over Post Dated Cheques at the time of signing of this Settlement Agreement in favour of the First Party to make good the payment of Rs. 4,00,00,000/- in case of any default. The PDCs for 20 months shall be handed over by the Second Party in favour of the First Party at the time of signing of the present Agreement in the following manner: -

S. NO.	PARTICULARS	AMOUNT (IN RS.)
1.	Demand Draft bearing No. 739490, dated 25.04.2025 drawn on 25.04.2025 [Punjab National Bank].	Rs. 25,00,000/-
2.	Cheque bearing no. 725455, dated 25.05.2025 drawn on 25.05.2025[Punjab National Bank].	Rs. 20,00,000/-
3.	Cheque bearing no. 725456, dated 25.06.2025 drawn on 25.06.2025[Punjab National Bank].	Rs. 20,00,000/-
4.	Cheque bearing no. 725457, dated	Rs. 20,00,000/-



	25.07.2025 drawn on 25.07.2025[Punjab National Bank].	
5.	Cheque bearing no. 725458, dated 25.08.2025 drawn on 25.08.2025[Punjab National Bank].	Rs. 20,00,000/-
6.	Cheque bearing no. 725459, dated 25.09.2025 drawn on 25.09.2025[Punjab National Bank].	Rs. 20,00,000/-
7.	Cheque bearing no. 725460, dated 25.10.2025 drawn on 25.10.2025[Punjab National Bank].	Rs. 20,00,000/-
8.	Cheque bearing no. 998127, dated 25.11.2025 drawn on 25.11.2025[Punjab National Bank].	Rs. 20,00,000/-
9.	Cheque bearing no. 998128, dated 25.12.2025 drawn on 25.12.2025[Punjab National Bank].	Rs. 20,00,000/-
10.	Cheque bearing no. 998129, dated 25.01.2026 drawn on 25.01.2026 [Punjab National Bank].	Rs. 20,00,000/-
11.	Cheque bearing no. 998130, dated 25.02.2026 drawn on 25.02.2026 [Punjab National Bank].	Rs. 20,00,000/-
12.	Cheque bearing no. 998131, dated	Rs. 20,00,000/-



	25.03.2026 drawn on 25.03.2026 [Punjab National Bank].	
13.	Cheque bearing no. 998132, dated 25.04.2026 drawn on 25.04.2026 [Punjab National Bank].	Rs. 20,00,000/-
14.	Cheque bearing no. 998133, dated 25.05.2026 drawn on 25.05.2026 [Punjab National Bank].	Rs. 20,00,000/-
15.	Cheque bearing no. 998134, dated 25.06.2026 drawn on 25.06.2026 [Punjab National Bank].	Rs. 20,00,000/-
16.	Cheque bearing no. 998135, dated 25.07.2026 drawn on 25.07.2026 [Punjab National Bank].	Rs. 20,00,000/-
17.	Cheque bearing no. 998136, dated 25.08.2026 drawn on 25.08.2026 [Punjab National Bank].	Rs. 20,00,000/-
18.	Cheque bearing no. 998137, dated 25.09.2026 drawn on 25.09.2026 [Punjab National Bank].	Rs. 20,00,000/-
19.	Cheque bearing no. 998138, dated 25.10.2026 drawn on 25.10.2026 [Punjab National Bank].	Rs. 20,00,000/-
20.	Cheque bearing no. 998140, dated	Rs. 15,00,000/-



25.11.2026 drawn on 25.11.2026 [Punjab National Bank].	
TOTAL	Rs. 4,00,00,000/-

Copies of the aforementioned Nineteen (19) Post Dated Cheques and the Demand Draft dated 25.04.2025 are attached herewith as **ANNEXURE – C (COLLY)**.

- 2) That the payments shall become due on the dates as mentioned hereinabove. Each tranche of payment is net payable and no tax deduction shall be made by the Second Party while remitting such payments in favour of the First Party.
- 3) That in case the Second Party defaults in remitting payment under Clause 1 of the present Agreement, a grace period of seven days will be provided to the Second Party to cure such default. Once a default has been committed, the Second Party shall become liable to pay a penalty as interest @15% p.a. on the amount defaulted from the date of failure of making the payment until the period such defaulted amount along with the penalty is paid or cleared by the Second Party.
- 4) That in case the Second Party fails to cure its default along with penalty within the grace period, and further defaults in



remitting payment for the next and / or subsequent month, the First Party shall immediately present / encash the PDCs for the defaults committed in those months. However, the penalty (interest) shall subsist until the same is paid and / or cleared by the Second Party.

- 5) That in case, the Second Party defaults in making payments of two consecutive months, fails to pay the penalty and in case the PDCs are not cleared or are dishonoured due to any reason whatsoever, the present Settlement Agreement shall stand terminated with immediate effect without any written notice and all the payments received by the First Party from the Second Party till date shall be treated as part payment towards the settled amount and the First Party will be entitled to file execution for realization of the remaining of the principal amount of Rs. 4,00,00,000/- (Rupees Four Crores Only) along with interest @15% p.a. thereon from the first date of default till the date of actual realization, in terms of mediated settlement agreement, as passed by the Hon'ble Delhi High Court in CS (COMM.) No. 325 of 2023.
- 6) That if the Second Party defaults due to any reason whatsoever and thereafter the cheque gets dishonoured, the First Party shall be at liberty to take legal recourse as available under law.



- 7) That simultaneously with the payment of the amount as stated herein above in Clause 1, the First Party shall cancel and destroy the PDCs of those months in the manner as agreed by the parties herein.
- 8) That in case, the Second Party wishes to pay any portion of the entire Settlement Amount during the period of 25.04.2025 till 25.11.2026 through NEFT, RTGS, etc. in favour of the First Party, in that case the First Party shall issue an acknowledgement of such a payment to the Second Party along with cancelling and returning the PDCs of such amount received.
- 9) The above undertakings have been tendered willingly and without any undue influence, force, coercion, etc. by the duly Authorized Representatives / Directors of both the parties.
- 10) That both the parties either through their Authorized Representatives or their respective legal counsels or both shall appear before the Hon'ble Delhi High Court on the next effective date of hearing and shall request for a Consent Decree in terms of mediated Settlement Agreement.
- 11) That only when all the payments as per Clause 1 of the present Agreement have been duly cleared and received by the



First Party without any issues, the First Party agrees and undertakes to not initiate or pursue any kind of proceedings or criminal action against the Second Party arising out of the dispute which is the subject matter of the Commercial Suit bearing CS (COMM.) No. 325 of 2023 before the Hon'ble Delhi High Court.

- 12) That the First Party and the Second Party undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter anytime in the foreseeable future.
- 13) That on the next date of hearing of CS (COMM.) No. 325 of 2023 before the Hon'ble Delhi High Court, when the First Party / Plaintiff shall request the Court to refund its entire Court Fees in accordance with law, the Second Party / Defendant has agreed to co-operate and shall tender its no objection for the same.\
- 14) That by signing and executing this Settlement Agreement, the First Party and the Second Party hereto state that the First Party shall relinquish all its claims, rights, title and / or interest against Second Party on realization of the full and final settlement amount and they shall have no further claims or



demands against each other arising out of the Commercial Suit bearing CS (COMM.) No. 325 of 2023 before the Hon'ble Delhi High Court and have settled their disputes and differences arising out of the said case, amicably through Mediation.

3. The parties have also affixed their signatures on the Settlement Agreement dated 25.04.2025. Under the Settlement Agreement, the Defendant has agreed to pay Rs.4,00,00,000/- to the Plaintiff as full and final settlement. The Settlement Agreement gives the schedule of payment of Rs.4,00,00,000/- and the last of the payment is to be made on 25.11.2026. Learned Counsel appearing for the Defendant states that the last payment will be made on the date already decided, i.e. 25.11.2026 in accordance with the Settlement Agreement. The said statement is taken on record.
4. This Court has gone through the Settlement Agreement dated 25.04.2025, terms of which are legal, lawful and are capable of being accepted by the Court. The Parties shall be bound by the terms of the Settlement Agreement dated 25.04.2025.
5. 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 the CPC as well the Settlement Agreement dated 25.04.2025 entered into between the Parties.
6. Pending applications, if any, also stand disposed of.
7. Let the Decree Sheet be prepared accordingly.
8. In view of the fact that the Parties have entered into a settlement and in view of the Judgment passed by the Division Bench of this Court in



Nutan Batra v. Buniyaad Associates, **2018 SCC OnLine Del 12916**, this Court is inclined to direct the refund of the entire court fees to the Plaintiff.

9. Let the court fees be refunded in accordance with Section 16 of the Court Fees Act, 1870.

10. It is made clear that any violation of the terms of the Settlement Agreement dated 25.04.2025 by any of the parties will attract the provisions of Contempt of Courts Act, 1971.

SUBRAMONIUM PRASAD, J

FEBRUARY 13, 2026

Rahul