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

+ **RFA(COMM) 227/2025&CM APPL. 24146/2025, CM APPL. 24149/2025**

INDU BALA GUPTA

.....Appellant

Through: Mr. Sarthak Bhatia Advocate along
with Ms. Indu Bala Gupta, Appellant.

versus

RAMESH BAHL H.U.F

.....Respondent

Through: Mr. Rishi Manchanda, Adv.
Mr. Kanwar Udai Bhan Singh,
Mediator.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

ORDER

% **13.04.2026**

1. This hearing has been done through hybrid mode.
2. The present appeal has been filed under Section 13 of the Commercial Courts Act, 2015 read with Section 96 of the Code of Civil Procedure, 1908 dated 22nd October, 2024 (hereinafter, '*impugned judgment*') passed by the Id. District Judge (Commercial Court)-04, Central, Tis Hazari Courts, Delhi in **CS(Comm.) 1861/2020**.
3. The brief background is that the Respondent-Mr. Ramesh Bahl (HUF) through Smt. Sakshi Bahl had filed a suit before the Commercial Court seeking recovery of possession, arrears of rent, *mesne* profits, damages and permanent injunction in respect of two build up shops admeasuring 351 sq. ft. and 250 sq. ft. respectively on the ground floor of the property bearing no. 57/13, Old Rajinder Nagar, New Delhi.
4. The possession of the said shops was taken through a Local



Commissioner appointed by the Commercial Court on 29th January, 2021.

5. Insofar as *mesne* profits is concerned, the Commercial Court has decreed the suit in the following terms:

“43. In view of my findings on the issues herein above, the suit of the plaintiff is decreed as under:-

(i)The prayers of the plaintiff qua the relief of possession and permanent injunction have become infructuous and the same are accordingly dismissed.

(ii)The plaintiff shall be entitled to recover a sum of Rs. 19,05,200/- towards arrears of rent from the defendant for the period 01.02.2020 to 31.10.2020. The defendant shall also be liable to pay the GST on the aforesaid amount.

(iii)The plaintiff shall also be entitled to recover a sum of Rs. 6,47,568/- towards damages/mesne profits from the defendant for the period of 01.11.2020 to 29.01.2021. The defendant shall also be liable to pay the GST on the aforesaid amount.

(iv)The defendant shall be entitled to adjust the rent/security amount and GST amount paid to the plaintiff, if any, during the pendency of the suit.

(v)The plaintiff shall be entitled to simple interest on the aforesaid amount @ 9% per annum from the date of filing of the suit till its realization.

(vi) The plaintiff shall also be entitled to cost of the suit.”

6. The Appellant is challenging the said impugned judgment in the present appeal. On 24th April, 2025, after considering the nature of the matter, the Court had appointed Mr. Kanwar Udhay Bhan Singh, Id. Counsel as the Mediator in this case. The mediation proceedings continued for over a period of one year and the parties have now arrived at a settlement.

7. The settlement agreement has been presented before the Court and the same is dated 11th April, 2026. It has been signed by both the parties *i.e.*, Ms.



Indu Bala Gupta and Ms. Sakshi Bahl as also their Counsels-Mr. Sarthak Bhatia and Mr. Rishi Manchanda. Ld. Mediator has also signed the settlement agreement. The parties have settled the disputes on the following broad terms:

- i. That a sum of Rs.21 lakhs would be paid as the settlement amount by the Appellant to the Respondent and the schedule for the same has been agreed upon.
 - ii. Further, Rs.3 lakhs in terms of Clause 1(i) and 1(ii) of the settlement agreement has already been paid. The remaining is to be paid and cleared by December, 2026.
8. Subject to the above amount being cleared, all proceedings including the proceedings initiated under Section 138 of the Negotiable Instrument Act, 1881 are either to be withdrawn or compounded. The detailed settlement terms are contained in paragraphs 1 to 16 of the settlement agreement.
9. The Court has perused the settlement agreement. The terms of the settlement are valid and legal and there is no impediment in accepting the terms of settlement. Accordingly, in place of the decree already passed in terms of impugned judgment dated 22nd October, 2024, the suit shall now stand decreed in terms of paragraphs 1 to 16 of the settlement agreement. The settlement agreement shall now form part of the decree.
10. The Appellant and the Respondent are granted full refund of the Court Fee which has been deposited by them, subject to the condition that they shall pay Rs.50,000/- each i.e., Rs. 1,00,000/- to the Ld. Mediator who has spent a substantial amount of time in enabling the parties to arrive at a settlement. The said amount shall be paid by the parties by 30th May, 2026 to the Ld. Mediator by both parties.
11. The Court commends the assistance rendered by the Ld. Mediator to



enable the parties to arrive at a settlement.

12. The settlement agreement is taken on record.

13. The appeal is disposed of in the above terms. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J.

MADHU JAIN, J.

APRIL 13, 2026

dj/ck