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

+ **CS(OS) 332/2019**

M/S ADHUNIK DATAMATICS PRIVATE LIMITEDPlaintiff

Through: Mr. Nikhilesh Krishnan, Mr. Jai
Pratap, Ms. Karna Mehra, Mr.
Sidharth Singh, Advocates

versus

SH KISHAN CHAND AND ORSDefendants

Through: D-2 to D-5, in person.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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13.05.2026

I.A. 2595/2026

1. The present Application has been filed on behalf of the Plaintiff under Order XXIII Rule 1(4) of the CPC for disposing of the instant Suit on the ground of settlement arrived at between the parties.
2. The instant Suit is one for recovery of Rs.3,43,64,160/- along with interest.
3. Material on record discloses that a Settlement Agreement dated 14.11.2017 was entered into between the Plaintiff and Defendant No.1 and a Decree under Order XXIII Rule 3 of the CPC was passed by this Court on 29.11.2017, insofar as the Plaintiff's claim against Defendant No.1 was concerned. A perusal of the Settlement Agreement dated 14.11.2017 indicates that a part of the amount has been paid by Defendant No.1 to the



Plaintiff.

4. Thereafter, Defendants No.2 to 5 have also entered into a Settlement Agreement dated 03.01.2026 with the Plaintiff, whereby Defendants No.2 to 5 have agreed to pay a sum of Rs.1,14,55,000/-. It is pursuant to this Settlement Agreement dated 03.01.2026 that the instant Application has been filed.

5. The entire Settlement Agreement dated 03.01.2026 is reproduced to read as under:-

Please write or type below this line

SETTLEMENT AGREEMENT

THE SETTLEMENT AGREEMENT is entered into at New Delhi on this 3rd date of January, 2026

Between

M/s Adhunik Datamatics Private Limited, having its corporate office at 28/93, 2nd Floor, West Patel Nagar, New Delhi – 110008 (hereinafter called as “party of the First Part” which term or expression shall, if context so permits, be deemed to include its authorized representatives, permitted assigns etc.).

AND

1. Sh. Tek Chand, S/o Sh. Shiv Lal, R/o 40, Village Kharkhari Jatmal, Delhi 110043

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.shloestamp.com' or using e-Stamp Mobile App of Stock Holding. 10

Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority

on 20/01/26 11/49



2. Sh. Bhagwan Das, S/o Sh. Ram Swaroop, R/o 15, Village Kharkhari Jatmal, Delhi 110043

3. Sh. Khem Chand, S/o Sh. Ram Swaroop, R/o 15, Village Kharkhari Jatmal, Delhi 110043

4. Sh. Kartar Yadav, S/o Sh. Ram Swaroop, R/o Village Kharkhari Jatmal, Delhi 110043

hereinafter all the above parties will be collectively called as ("parties of the Second Part") which term or expression shall, if context so permits, be deemed to include his successor(s), legal heir(s) etc).

WHEREAS parties of the Second Part and Sh. Kishan Chand jointly owned area measuring 27 Bighas, 8 Biswas, Mustil No. 31, 32, out of Khasra No. 31/6/1 (3-5), 27 (0-5), 1/2/1 (3-2), 2 (4-15), 9 (4-2), 32//10/1 (3-11), 11/1 (3-11), 12 (3-2), 19 (1-15), situated in Village Kharkhari Jatmal, New Delhi, (hereinafter referred to as "said parcels of land").

AND WHEREAS Parties of the Second Part and Sh. Kishan Chand offered to sell their respective shares in the said parcels of land to the Party of the First Part for total sale consideration of Rs.17,18,20,733/- (Rupees Seventeen Crores Eighteen Lakhs Twenty Thousand Seven Hundred Thirty Three only) and initially Party of the First Part paid advance of Rs. 5 Lakhs against receipt dated 21.03.2013. Subsequently, at the time of execution of the agreement to sell dated 06.04.2013, Party of the First Part further paid Rs. 1,66,82,080/- by way of cheques to parties of the second part and Sh. Kishan Chand. Therefore, total advance sale consideration paid by the Party of the First Part was Rs. 1,71,82,080/- (Rupees One Crore Seventy One Lacs Eighty Two Thousand Eighty only)

AND WHEREAS as per the above agreement to sell dated 06.04.2013, balance sale consideration was to be paid by the Party of the First Part to the above sellers at the time of execution and registration of sale deed by 05.07.2013 and said parcels of land being agricultural land, NOC was required to be obtained by the above sellers under Section 5 (1) of the Delhi Land (Restrictions on Transfer) Act 1972 from the concerned Revenue Authority in favour of Party of the First Part prior to execution and registration of sale deed.





AND WHEREAS the sellers did not obtain NOC by 05.07.2013 or thereafter and this led to Party of the First Part filing Civil Suit bearing no. CS (COMM.) 1498/2016 in the Hon'ble Delhi High Court under Order 37 CPC for seeking refund of double of Rs. 1,71,82,080/- with interest against Parties of the Second Part and Sh. Kishan Chand.

AND WHEREAS, during the pendency of the above suit, Shri Kishan Chand approached the Party of the First Part to settle his liability at Rs. 57,27,360/-, and entered into a settlement agreement dated 14.11.2017 with the Party of the First Part and paid a sum of Rs.57,27,360/- and accordingly Party of the First Part had withdrawn its claim in the above suit against Shri Kishan Chand.

AND WHEREAS, after adjusting the amount of Rs. 57,27,360/- paid by Shri Kishan Chand, a balance sum of Rs. **1,14,55,000/-** (Rupees One Crore Fourteen Lakh Fifty-Five Thousand only) remained payable by the Party of the Second Part out of the principal amount (advance sale consideration of Rs. 1,71,82,080/-).

AND WHEREAS now Parties of the Second Part have approached the Party of the First Part to settle their liability at Rs. **1,14,55,000/-** received by them instead of double of the same and further expressed their desire to pay the same at once if Party of the First Part releases the Parties of the Second Part from liability to pay double of the same with interest.

AND WHEREAS considering the fact that Parties of the Second Party are ready to pay the balance principal advance consideration of Rs. **1,14,55,000/-** forthwith to settle amicably with the party of the first party, parties are entering into the present settlement agreement subject to following terms and conditions.



NOW THE PARTIES HERETO WITNESSEH AS UNDER:-

In full and final settlement of all claims of the Party of the First Part against the Parties of the Second Part relating to agreement to sell dated 06.04.2013 and property measuring 27 Bighas, 8 Biswas, Mustil No. 31, 32, out of Khasra No. 31/6/1 (3-5), 27 (0-5), 1/2/1 (3-2), 2 (4-15), 9 (4-2), 32//10/1 (3-11), 11/1 (3-11), 12 (3-2), 19 (1-15),



situated in Village Kharkhari Jatmal, New Delhi as claimed in the above CS (COMM.) 1498/2016, the **Parties of the Second Part are paying herewith Rs. 1,14,55,000/-** (Rupees One Crore Fourteen Lakhs Fifty Five Thousand only) by way of cheques in the name of the Party of the First Part in the following manner:-

S. NO.	CHEQUE NO./CHEQUE PAID BY	DATE OF CHEQUE & NAME OF BANK	AMOUNT(RS.)
A.	578953 / BY TEK CHAND	STATE BANK OF INDIA, KHERA DABAR BRANCH/ DATE:06/01/2026	Rs. 57,27,360/-
B.	002430 / BY BHAGWAN DAS	UNION BANK OF INDIA, KHERA BRANCH/ DATE:06/01/2026	Rs. 19,09,214/-
C.	197320 / BY: KHEM CHAND	STATE BANK OF INDIA, KHERA DABAR BRANCH/ DATE: 06/01/2026	Rs. 19,09,213/-
D.	901052/ BY KARTAR YADAV	STATE BANK OF INDIA, KAKROLA MOR/ DATE: 06/01/2026	Rs. 19,09,213/-
		TOTAL	Rs. 1,14,55,000/-



Receipt of original of above cheques are hereby acknowledged by the Party of the First Part.

2. That on honoring of the above cheques and receipt of the amounts thereunder in it's account by the Party of the First Part, all claims of



Party of the First Part against Parties of the Second Part and above mentioned parcels of land shall stand satisfied and neither the Party of the First Part nor the Parties of the Second Part will be left with any claim against each other pertaining to the above agreement to sell dated 06.04.2013, and the charge of the Party of the First Part over the portion of the said parcel of land owned by the Parties of the Second Part shall stand released.

3. It is also agreed that on receipt of amount under the above cheques in it's account, an application regarding this settlement shall be filed before the Hon'ble Delhi High Court in the above CS (COMM.) 1498/2016 titled as M/s Adhunik Datamatics Pvt. Ltd. Vs. Sh. Kishan Chand & Ors. to put on record the present settlement between the Party of the First Part and Parties of the Second Part and to withdraw the above suit as settled and vacation of the status quo order against the portions of above parcels of land owned by the Parties of the Second Part.
 4. That within a period of two weeks from the date of receipt of Rs. 1,14,55,000/- (Rupees One Crore Fourteen Lakh Fifty-Five Thousand only) under the above cheques in it's account, the Party of the First Part shall file application/request letter with the concerned Tehsildar for removal of it's objection qua NOC etc. in respect of the above land.
 5. That it is agreed that if above cheques are dishonored on presentation and on intimation being given Parties of the Second Part do not ensure payment of entire settlement amount within 1 week thereafter, then the present settlement agreement shall be rendered as failed and Parties of the Second Part shall be liable to be pay the amount claimed in the above suit CS (COMM.) 1498/2016 with interest at the rate claimed therein and will not contest the said suit.
- Present settlement agreement is entered into without any pressure and coercion and the contents of the present agreement have been explained in the Hindi language known and understood by the Parties of the Second part.
6. Parties hereto undertake to be bound by the terms of the present agreement.

6. It is stated by the learned Counsel for the Plaintiff that the amount as mentioned in the Settlement Agreement dated 03.01.2026 has been duly received by the Plaintiff. The instant Application has also been filed recording this fact, stating that the claim of the Plaintiff stands satisfied.



7. The Settlement Agreement dated 03.01.2026 has been signed by Defendants No.2 to 5 as well as by the Authorized Signatory of the Plaintiff Company.

8. Attention of this Court is drawn to the Orders dated 31.07.2017 and 29.11.2017, whereby the parties were directed to maintain *status quo* against the land measuring 27 Bighas, 8 Biswas, Mustil No.31, 32 out of Khasra No. 31/6/1 (3-5), 27 (0-5), 1/2/1 (3-2), 2 (4-15), 9 (4-2), 32//10/1 (3-11), 11/1 (3-11), 12 (3-2), 19 (1-15), situated at Village Kharkhari Jatmal, New Delhi. Since, the Settlement Agreement dated 03.01.2026 records that in view of the fact that the amount has been paid by Defendants No.2 to 5 to the Plaintiff, the *status quo* granted by this Court should be vacated. It is ordered accordingly.

9. The Defendants No.2 to 5 are present in Court today and state that they have paid the amount as stated under the Settlement Agreement dated 03.01.2026 to the Plaintiff voluntarily, without any undue influence or coercion and have signed affidavits giving their statements to this effect.

10. In view of the Settlement Agreement dated 03.01.2026 having been entered into between Defendants No.2 to 5 and the Plaintiff, let a decree sheet be drawn accordingly in favour of the Plaintiff and against Defendants No.2 to 5.

11. Since the Plaintiff has settled the matter with the Defendants *albeit* by way of separate settlement agreements, i.e., Settlement Agreement dated 14.11.2017 with Defendant No.1 and Settlement Agreement dated 03.01.2026 with Defendants No.2 to 5, the Plaintiff would be entitled to the refund of entire court fees in terms of Section 16 of the Court Fees Act, 1870.



12. With the above observations, the Suit is disposed of, along with pending application(s), if any.

MAY 13, 2026
hsk

SUBRAMONIUM PRASAD, J