



\$~67

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

+ **CS(OS) 450/2023, I.A. 14118/2023**

RAJESH GUPTA

.....Plaintiff

Through: Mr. Sachin Bansal and Ms. Arti
Sharma, Advocates.

versus

ANUP MITTAL

.....Defendant

Through: Ms. Shraddha Bhargava, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

05.05.2026

%

1. The present Suit has been filed with the following prayers:

“i. Pass a decree in favour of the Plaintiff and against the Defendant, thereby directing the Defendant to permanently abstain from making any defamatory statements against the Plaintiff.

ii. Pass a decree, directing the Defendant to issue a public apology in a newspaper of the Plaintiffs choosing or as mandated by this Hon'ble Court, disseminated across India, rescinding the defamatory statements made by the Defendant.

iii. Pass a decree in favour of the Plaintiff and against the Defendant for damages to the tune of INR 2,50,00,000/-, and future interest at the rate of 12% per annum.

iv. Pass such other order(s) as this Hon'ble Court may



deem fit and proper in the facts and circumstances of the present case.”

2. During the pendency of the Suit, the parties were referred to the Delhi High Court Mediation and Conciliation Centre wherein the parties have settled their disputes by entering into the Settlement Agreement dated 24.04.2026. The Settlement Agreement reads as under:-

SETTLEMENT AGREEMENT

BY AND BETWEEN

MR. RAJESH GUPTA (Aadhaar Card No. 6550 0226 6551), S/o Shri S N Gupta, R/o 2/55 West Punjabi Bagh, New Delhi-110026, Mob 9310102020, Email: rajesh@bharatrasayan.com, aged around 50 years (hereinafter called as the ‘First Party’)

AND

MR. ANUP MITTAL (Aadhaar Card No. 343289791644), S/o. Mr. B.P. Mittal, R/o C-567, Defence Colony, Delhi-110024, Mob 9811211881, Email: anupmittal3011@gmail.com, aged around 57 years (hereinafter called as the ‘Second Party’)

WHEREAS

1. The First Party has filed a civil suit bearing no. CS (OS) No. 450/2023 for injunction and damages on account of alleged defamation against the Second Party before the Hon’ble High Court of Delhi.
2. That during the pendency of the aforesaid suit, the parties hereto were referred to mediation before Samadhan (Delhi High Court Mediation &



Conciliation Center) vide order dated 24.11.2025 by the Hon'ble High Court of Delhi.

3. The Parties herein agreed that Ms. Sonam Anand, Advocate, would act as their Mediator in the matter of Mediation proceedings and several mediation sessions were held with the parties and their respective counsels physically as well as through video conferencing.
4. With the assistance of the Mediator and their respective counsels, the parties hereto confirm and declare that they have mutually, voluntarily and of their own free will, arrived at this Settlement Agreement and have arrived successfully resolved all their disputes and differences which are subject matter of CS (OS) No. 450/2023. As a result, all disputes, claims, and issues between the parties hereto have been amicably settled on the terms and conditions stated hereinafter.
5. **NOW THEREFORE**, in view of the above, the Parties to the present agreement agree as follows:
 - A. The Parties herein have mutually, amicably and voluntarily settled all their disputes and differences, and no party has any grievance towards each other with respect to the issues raised in and arising out of the civil suit bearing CS (OS) No. 450/2023 titled "*Rajesh Gupta vs. Anup Mittal*" filed by the parties.
 - B. The pursuant to the said amicable and voluntarily resolution of disputes inter-se, the First Party voluntarily agrees, assures and undertake that he will unconditionally withdraw the suit bearing CS



(OS) No. 450/2023 titled "*Rajesh Gupta vs. Anup Mittal*" filed by him against the Second Party and which suit is pending before the Hon'ble Delhi High Court, within a maximum period of two weeks from the date of signing and execution of this Settlement Agreement by filing an appropriate application.

- C. The parties agree that the First Party shall also be entitled seek refund of the court fees paid by him at the time of filing of CS (OS) No. 450/2023, and the Second Party shall have no objection to such a request being made by the First Party. The parties however agree to bear their own costs and expenses already incurred towards the said litigation and will not make any claims against each other in this regard.
- D. That both the parties hereto further agree and undertake to withdraw any and all proceedings, if any, initiated against each other and which are presently pending before any Court or authority in respect of the cause of action pleaded in the suit CS (OS) No. 450/2023 in view of the present Settlement Agreement being executed between them.
- E. The Parties herein further agree and acknowledge that all and any proceedings initiated by them and which are pending before any Court or authority shall be deemed to be null and void for all purposes upon signing of the present Settlement Agreement. Both parties assure each other and undertake that they will take the required and necessary legal steps and actions for the formal closure/withdrawal of the said proceedings, if any.



- F. That the parties hereby undertake and agree that henceforth, they shall not file or initiate any complaint, suit, petition, or any other form of legal proceeding, whether civil, criminal, or otherwise, against each other either directly or indirectly, before any court of law, tribunal, or any other authority, now or in the future in respect of the cause of action pleaded in the suit bearing CS (OS) No. 450/2023.
6. The parties hereto agree, acknowledge and confirm that they have voluntarily and of their own free will without any force, coercion, pressure, fraud or under influence arrived at the present settlement in the presence of the Mediator.
7. The parties further confirm that they have read and understood the contents of the present Settlement Agreement and have voluntarily signed the same after fully understanding the contents therewith. The parties undertake to be bound by the present agreement and not to challenge the same in the future or before any court. They undertake to take all steps and actions as agreed hereunder.
8. That it is agreed, understood, and acknowledged by the parties that in the event either party commits any default in performing their part of the obligations as contained in the present Settlement Agreement, then the defaulting party shall be held to be in contempt in accordance with the Contempt of Court Act 1971. Besides this, the non-defaulting party shall be entitled to enforce the terms and conditions as contained in the present Settlement Agreement by taking out execution proceedings



before the court of law or by any other means available to the party in law, at the cost, risk and consequence(s) of the defaulting party

9. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in this Settlement Agreement and not to dispute the same hereinafter in future.

10. That the execution date of the present Settlement Agreement shall be deemed from the date of digital signatures of the mediator appended herein.

3. The Settlement Agreement has been signed by the Plaintiff and the Defendant.

4. The Plaintiff and the Defendant have joined the proceedings through video conferencing and have been identified by their respective Counsels. It is stated by the Plaintiff and the Defendant that they have read and understood the contents of the Settlement Agreement. It is also stated that the Settlement Agreement has been entered into without any coercion or under influence.

5. This Court has also perused the Settlement Agreement dated 24.04.2026 and is of the opinion that the same is lawful in nature and is capable of being accepted under Order XXIII Rule 3 of the CPC.

6. The Settlement Agreement dated 24.04.2026 is taken on record.

7. The Parties are bound by the terms contained in the Settlement Agreement dated 24.04.2026.

8. It is made clear that any violation of the Settlement Agreement dated 24.04.2026 would be construed as a violation of an undertaking given to the Court.



9. The Suit is disposed of as withdrawn in terms of the Settlement Agreement dated 24.04.2026, along with pending application(s), if any.
10. Let a decree sheet be drawn up according to the Settlement Agreement dated 24.04.2026.
11. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

MAY 05, 2026

Rahul