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

+ **CS(COMM) 468/2025**

SH. TARUN KAPOOR

.....Plaintiff

Through: Mr. Bhupesh Narula, Mrs. Rinku Narula, Mr. Anugrah Ekka & Mr. Kanishk Taneja, Advs.

versus

SH. ANIL KHANNA & ANR.

.....Defendants

Through: Mr. Kamal Gupta, Adv. (through VC) with Mrs. Tripti Gupta, Mr. Sparsh Aggarwal & Mr. Siddharth Arora, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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26.02.2026

I.A. 5381/2026

1. This application is filed seeking refund of court fee as the matter is settled through mediation.
2. During the pendency of the suit for recovery, the parties were referred to mediation. The reference to mediation has yielded fruits and the parties have bridged their differences.
3. The mediation settlement dated 19.02.2026 is taken on record and the relevant part is as follows:

“1. The parties have amicably settled all their disputes, and it has been agreed that both parties shall withdraw and abandon all their claims against each other, and there



shall remain no claim pending thereafter. The parties have also agreed to withdraw all proceedings/suits unconditionally, as well as all other complaints made to various departments, including, but not limited to, Police Stations, the EOW and Courts.

2. The First Party shall unconditionally withdraw and will not pursue the following specifically mentioned proceedings, but not be limited to: -
 - a) CS(OS) 468/2025 titled *TARUN KAPOOR vs ANIL KHANNA AND ANR.* pending before the Hon'ble High Court of Delhi.
 - b) Complaint bearing No.10175/CP/25/BYH dated 23.5.2025, filed before the Economic Offence Wing-1, Gurugram, Haryana Police.
 - c) Complaint bearing No.560-CAS dated 23.5.2025, filed before the Police Station: DLF Phase-3, Gurugram, Haryana Police.
3. The Second Party shall unconditionally withdraw and will not pursue the Pre-Institution Mediation Application under Section 12A of the Commercial Courts Act, 2015, filed before the Delhi High Court Legal Services Committee (DHCLSC) bearing No. 1511/Pre-Inst./DHCLSC/2025 titled *SAFDARJUNG ENCLAVE EDUCATION SOCIETY vs MR. TARUN KAPOOR.*
4. The parties agree that if any complaints or recovery proceedings, including but not limited to those mentioned above, are still ongoing, they shall be deemed withdrawn by the respective parties upon executing this settlement. The concerned party shall not pursue them further.
5. That the present settlement agreement constitutes the complete, full and final understanding between the First Party and the Second Party.



6. That upon execution of the present settlement agreement before SAMADHAN (Delhi High Court Mediation and Conciliation Centre), the parties [through their counsel(s)] shall inform the Hon'ble Delhi High Court of the present settlement and, if so required, request the Hon'ble Court to dispose of CS(OS) 468/2025 by moving the appropriate application.
7. That the parties have agreed to appear in person before the Hon'ble Court to make a joint statement confirming the execution of the present "Settlement Agreement".
8. That both the First Party and the Second Party shall give undertakings to the Hon'ble Delhi High Court in CS(OS)468/2025 with respect to every term of the present Settlement Agreement and shall remain bound by such undertakings. It is also agreed that the party which fails to comply with the terms of the present Settlement Agreement shall be subject to the contempt jurisdiction of the Hon'ble Delhi High Court.
9. That the terms contained in the present settlement agreement have been agreed between the parties herein of their own free will and without any force, coercion or pressure.
10. That the local laws shall govern any or all disputes arising out of the present settlement agreement as applicable in Delhi/New Delhi, and the competent courts in Delhi/New Delhi shall have jurisdiction to adjudicate any/all disputes arising out of the present settlement agreement.
11. That the parties have conclusively settled all their disputes once and for all, and that both parties undertake not to file any complaint, suit, or case against each other in the present or future, qua the same issue or dispute.



12. The Parties agree and undertake that they will take appropriate steps towards the withdrawal of pending cases/complaints/suits, if any, filed against each other.
 13. That both parties have fully understood the terms of this Settlement Agreement and undertake to abide by them in their true letter and spirit. It is further agreed between the parties that either party may invoke the contempt jurisdiction to seek enforcement of this Settlement Agreement before the appropriate Court.
 14. The parties hereto confirm and declare that they have voluntarily and of their own free will entered into this Settlement Agreement.
 15. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870 to the First Party and the Second Party shall have no objection to the same.
 16. By signing and executing this Settlement Agreement, the parties hereto state that they have no further claims or demands of any nature whatsoever against each other, and that all disputes and differences have been amicably settled by the parties hereto through the process of Mediation in terms of the present Settlement Agreement.
 17. That the parties undertake to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute them hereinafter, whether in the present or in the future."
4. The application is accordingly allowed.
 5. Keeping in mind the spirit of Section 89 of the Code of Civil Procedure 1908 and in terms of Section 16 of the Court Fees Act 1970, let



the court fee be refunded to the plaintiff in accordance with rule.

CS(COMM) 468/2025

6. Learned counsel for the parties are ad idem that the suit be disposed of in view of the settlement arrived at between the parties,
7. Accordingly, the suit CS(COMM) 468/2025 is disposed of.
8. The next date of hearing before the Joint Registrar in the suit i.e., 10.04.2026 stands cancelled.

AVNEESH JHINGAN, J

FEBRUARY 26, 2026

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