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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 603/2022 & I.A. 4137/2023, I.A. 4366/2023, I.A. 4370/2023, I.A. 4863/2023, I.A. 4864/2023, I.A. 46418/2024, I.A. 46487/2024, I.A. 46490/2024, I.A. 611/2025

SH. SATISH KUMAR GANDHIPlaintiff

Through: Mr. Mayank Aggarwal and Mr. Pradeep Kumar Aggarwal, Advocates with LR of Plaintiff Rohit Gandhi

versus

M/S AAARPEE INFRABUILT PVT. LTD. & ORS.Defendants
Through: Mr. Mukesh Rana, Ms. Mamta, Ms. Bhawna Singh, Ms. Vanshika Rastogi and Mr. Janesh Patherwal, Advocates.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
20.03.2026

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

“A. That the Hon'ble Court may kindly pass the decree for recovery of possession of plot bearing no. 164, land measuring 199 sq. yds., situated in the lay-out plan of Aviation Employees Co-operative House Building Society Ltd., known as 'Gagan Vihar', Delhi-110051 and to direct the Defendants to deliver possession of the aforesaid property to the Plaintiff; and/or

B. The Defendants be directed to pay Rs. 6,30,000/- as arrears for the period 01.10.2020 till 30.06.2022 as claimed to the Plaintiff; and/or



C. Defendants be also directed to pay pendent/lite and future damages @ Rs. 80,000/- per month to plaintiff till the possession is delivered to the plaintiff; and/or

D. The cost of the suit be directed to be paid by the defendants to the plaintiff; and/or

E. Any other relief this Hon'ble court deems just and proper in the interest of plaintiff be also kindly granted."

2. During the pendency of the Suit, the Parties were referred to Delhi High Court Mediation and Conciliation Centre *vide* Order dated 05.08.2025 passed by this Court and the Parties have settled the dispute amicably in terms of the Settlement Agreement dated 28.01.2026.

3. The Settlement Agreement dated 28.01.2026 is being reproduced and reads as under:



SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 28.01.2026

AMONGST

ROHIT GANDHI, S/O LATE SATISH KUMAR GANDHI R/O 231,
SIDDHARTHA ENCLAVE, 2ND FLOOR, NEW DELHI – 110014

SMT. KRISHNA KANTA GANDHI, W/O LATE SATISH GANDHI, R/O 231,
SIDDHARTHA ENCLAVE, 2ND FLOOR, NEW DELHI – 110014

PUJA GANDHI @ PUJA ALI, W/O ALI BABU, D/O LATE SATISH GANDHI,
R/O 25 B VASUDEV STREET, SEMBIYAN, PERAMBUR, CHENNAI, TAMIL
NADU – 600011

SMT. KRISHAN KANTA GANDHI AND PUJA GANDHI BOTH
REPRESENTED THROUGH THEIR GENERAL POWER OF ATTORNEY
HOLDER MR. ROHIT GANDHI VIDE GPA DATED 09.09.2024. COPY OF
THE SAME IS ANNEXED HERewith AS ANNEXURE A.



(HEREINAFTER COLLECTIVELY REFERRED TO AS THE FIRST PARTY/PLAINTIFFS)

AND

M/S AAARPEE INFRABUILT PVT. LTD., REGISTERED OFFICE AT FLAT NO. 2A/B, FIRST FLOOR, CHANDER PLAZA BUILDING, PLOT NO. 1515, KOTLA, WAZIR NAGAR, , NEW DELHI- 110003 THROUGH SH PRADEEP BAKSHI S/O LATE SH. BS BAKSHI R/O L-32, KAILASH COLONY, NEW DELHI VIDE BOARD RESOLUTION DATED 12.11.2025 COPY OF THE SAME IS ANNEXED HERewith AS ANNEXURE B.

SH. PRADEEP BAKSHI DIRECTOR, M/S AAARPEE INFRABUILT PVT. LTD., REGISTERED OFFICE AT FLAT NO. 2A/B, FIRST FLOOR, CHANDER PLAZA BUILDING, PLOT NO. 1515, KOTLA, WAZIR NAGAR, NEW DELHI- 110003

RAJ KUMAR DIRECTOR, M/S AAARPEE INFRABUILT PVT. LTD., REGISTERED OFFICE AT FLAT NO. 2A/B, FIRST FLOOR, CHANDER PLAZA BUILDING, PLOT NO. 1515, KOTLA, WAZIR NAGAR, , NEW DELHI- 110003

(HEREINAFTER COLLECTIVELY REFERRED TO AS SECOND PARTY/DEFENDANTS)



WHEREAS Sh. Satish Kumar Gandhi had filed a suit before the Hon'ble Delhi High Court being C.S. (Comm.) No. 603 of 2022 against the Second Party/Defendants seeking relief of possession and damages which is pending adjudication before the Delhi High Court.

AND WHEREAS the said Sh. Satish Gandhi expired on 06.06.2023 and the First Party/Plaintiffs being legal heirs of Satish Gandhi are impleaded as Plaintiffs in the aforementioned C.S. (Comm.) No. 603 of 2022, who are now party in the present settlement agreement.

AND WHEREAS the present matter was referred to the Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 05.08.2025 passed by the High Court of Delhi.

AND WHEREAS the Parties agreed that Mr. Tarun Diwan, Advocate would act as their Mediator in the Mediation proceedings;

AND WHEREAS various mediation sessions were held with the parties and their respective counsel and the parties have, with the assistance of Mediator, and their respective counsels have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.



AND WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator and their respective counsel;

The Parties have amicably resolved all the disputes on the following terms and conditions: -

1. That the Second Party has agreed to pay the arrears of rent payable to the First Party pursuant to collaboration agreement dated 11.06.209 @ Rs.30,000/-(Rupees Thirty Thousand) per month w.e.f. 01.10.2020 till December 2025 i.e. Rs.18,90,000/-(Eighteen Lakh Ninety Thousand Only) in six equal installments as under:
 - a. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000707 dated 28.01.2026 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.
 - b. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000708 dated 28.04.2026 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.



- c. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000709 dated 28.07.2026 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.
 - d. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000710 dated 28.11.2026 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.
 - e. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000711 dated 28.01.2027 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.
 - f. Rs. 3,15,000/- (Rupees Three Lakh Fifteen Thousand Only) vide cheque number 000712 dated 28.04.2027 drawn on Kotak Mahindra Bank, South Extension Delhi in favor of Sh. Rohit Gandhi.
2. That the First Party after execution of the present settlement agreement would execute all necessary documents for reconstruction of property bearing no. 164, Gagan Vihar, Delhi-110051 and also the relevant



documents for transferring the title of the property as per collaboration dated 11.06.2009 in favor of the Second Party or his nominee.

3. That the Second Party requested for a period of 2 years and 3 months from the date of signing of the present Settlement Agreement, for reconstruction of property bearing no. 164, Gagan Vihar, Delhi-110051, which the First Party has agreed to grant/extent to the Second Party, now the Second Party shall complete the re-construction of the aforesaid property bearing no. 164, Gagan Vihar, Delhi-110051 within 2 years 3 months during the said period, no payment on account of rent shall be paid by the Second Party to the First Party.
4. That in case, the Second Party fails to complete the reconstruction within abovementioned period of 2 years 3 months, the Second Party would be granted another 3 months time for completing the reconstruction, however, the same is subject to payment of Rs. 70,000/- per month to be paid by the Second Party to the First Party for the said extended period. It is further agreed that in case, the Second Party fails to complete the same even within the abovesaid extended period of 3 months, in that case, the Second Party shall be liable to pay an amount of Rs. 70,000/- per month w.e.f. date of the present Settlement Agreement.



5. That the First Party undertakes that the aforesaid cheques mentioned in para 1 shall be duly honored on their presentation and in case of dishonor of any cheque(s), the Second Party shall have all the remedies all available under law for dishonor of cheques and violation of the said undertaking.
6. That it is further agreed that in case of default on account of dishonor of any of the above said cheques, apart from the conditions set out in para (5) above, the parties agreed that in case of default of any of the payments to be made by the Second Party to the First Party, the First Party shall be entitled for interest @ 18% per annum w.e.f. date of accrual till actual payment.
7. That it is agreed between the parties that till the time, the possession of the constructed portion of the First Party in the aforesaid property is not handed over by the Second Party to the First Party, the Second Party shall not create any third party interest in the second floor of the property bearing no. 164, Gagan Vihar, Delhi-110051.
8. That it is further agreed between the parties that in case, the Second Party fails to complete the construction within the aforesaid extended period, in that eventuality, the Second Party shall hand over the possession of the property no. 164, Gagan Vihar, Delhi-110051 to the First Party who will take all necessary steps to get the construction on the property completed and the First Party shall be entitled to claim the amount spent by the First



Party on the said construction from the Second Party and only after payment of the aforesaid amount spend on construction, the possession of the share of the Second Party shall be handed over by the First Party to the Second Party.

9. That it is agreed between the parties that the present suit being CS (COMM) 603/2024 may be decreed by the Hon'ble High Court of Delhi in terms of the present Settlement Agreement.
10. The Hon'ble Court may consider a refund of the court fees to the First Party in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908.
11. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.
12. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by their respective Counsel, in the presence of each other and they have consented to the same in its true letter and spirit and as such they shall not dispute the same ever in future.
13. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future.

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14. That the present Settlement Agreement amongst the respective parties are subject to encashment of their respective cheques handed over to the First Party in pursuant to the present Settlement Agreement.

15. The Parties undertake to present themselves before the Hon'ble Court during the physical/virtual court hearing confirming the terms of the Settlement Agreement. The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

4. In terms of the Settlement Agreement, the Defendants have agreed to pay the arrears of rent to the Plaintiff at the rate Rs. 30,000/- per month with effect from 01.10.2020 till December 2025, which is Rs. 18,90,000/- in six equal installments, details of which are mentioned in Paragraph No.1 of the Settlement Agreement dated 28.01.2026.

5. After the payments are made, the Plaintiff will execute all necessary documents for reconstruction of property bearing No. 164, Gagan Vihar, Delhi-110051.

6. The Settlement Agreement also notes that the Defendants have requested for a period of 2 years and 3 months from the date of signing of the Settlement Agreement for reconstruction of property bearing No. 164, Gagan Vihar, Delhi – 110051, which has been agreed to by the Plaintiff. The consequences of the failure to reconstruct the said property are also given at Paragraphs No. 4, 7 and 8 the Settlement Agreement.

7. Learned Counsel for the Defendants, on instructions, states that the Defendants are willing to be bound by the terms of the Settlement Agreement.



8. The son of the deceased Plaintiff, who was impleaded in the array of the parties to the Suit *vide* Order dated 08.01.2024, is also present in Court today and states that he agrees with the terms of the Settlement Agreement. His statement has been recorded separately.
9. Both the parties are bound by the Settlement Agreement .
10. Let the Decree Sheet be prepared accordingly.
11. The Suit is disposed of in terms of the Settlement Agreement dated 28.01.2026 along with pending application(s), if any.
12. In view of the fact that the Parties have entered into a settlement, let the court fees be refunded to the son of the deceased Plaintiff in accordance with Section 16 of the Court Fees Act, 1870.
13. It is made clear that any violation of the terms of the Settlement Agreement dated 28.01.2026 by any of the parties will attract the provisions of Contempt of Courts Act, 1971.

SUBRAMONIUM PRASAD, J

MARCH 20, 2026

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