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

+ **CS(COMM) 526/2025 & I.A. 6201/2026**

RALHAN CONSTRUCTION PVT LTD.Plaintiff

Through: Mr. Rahul Malhotra, Mr. Chirag Goyal and Mr. Ativ Gupta, Advocates
Mob: 9907899292
Email: rahulssmalhotra@gmail.com

versus

MODERN CONSTRUCTION COMPANY DELHIDefendant

Through: Mr. Aman Bhalla, Advocate
Mob: 8826971251
Email: amanbhallachambers@gmail.com

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
13.04.2026

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I.A. 6201/2026

1. The present application has been filed on behalf of the plaintiff under Order XXIII Rule 1(3) of the Code of Civil Procedure, 1908 ("CPC") for withdrawal of the present suit.
2. Learned counsel appearing for the plaintiff submits that parties have reached an amicable settlement concerning the subject matter of the present suit. Thus, a Settlement Agreement dated 20th February, 2026 has been entered between the parties, wherein, the subject matter of the present suit has been settled.
3. It is submitted that the disputes have been settled for full and final



settlement amount of Rs.3,47,39,598/- payable to the plaintiff, by one Eldeco Infrastructure and Properties Ltd.

4. It is submitted that out of the said amount, Rs.25,00,000/- has been paid at the time of execution of the Settlement Agreement and the balance amount of Rs.3,22,39,598/- is payable within 90 days of the said Agreement.

5. It is submitted that it has been agreed between the parties that the present suit shall be withdrawn within 15 days of the receipt of the initial payment of settlement amount as contained in Clause 2 and 3 of the Settlement Agreement.

6. Thus, it is submitted that the present application has been filed.

7. At this stage, learned counsel appearing for the plaintiff submits that though there is a Settlement Agreement between the parties, as per his information, the third party, i.e., Eldeco Infrastructure and Properties Ltd., which has to release payment to the plaintiff as per the Settlement Agreement, is being stopped by the defendant herein from making the said payment.

8. However, the aforesaid submissions are vehemently disputed by learned counsel appearing for the defendant.

9. This Court has perused the Settlement Agreement between the parties and the Court finds the same to be lawful.

10. Accordingly, the parties are held bound by the terms of the Settlement Agreement and it is directed that they shall not resile from the same.

11. Further, the defendant is directed to cooperate in ensuring that the terms of the Settlement Agreement dated 20th February, 2026, are complied with.

12. Learned counsel appearing for the plaintiff further submits that in case



the terms of the Settlement Agreement are not complied with, the plaintiff be granted liberty to file a fresh suit on the same cause of action.

13. Accordingly, liberty is so granted.

14. The present suit is accordingly dismissed as withdrawn, with the aforesaid liberty.

15. Considering that the parties have arrived at a settlement, the Registry of this Court is directed to refund the full Court Fees to the plaintiff and issue a certificate in this regard.

16. Pending applications also stand disposed of.

17. The next date of 04th May, 2026, before the Joint Registrar (Judicial), stands cancelled.

MINI PUSHKARNA, J

APRIL 13, 2026

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