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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 611/2025, I.A. 14667/2025, I.A. 14669/2025, I.A. 14671/2025, I.A. 14672/2025 & I.A. 12780/2026

ACTION CONSTRUCTION EQUIPMENT LTD. ....Plaintiff  
Through: Ms. Sangeeta Sondhi, Advocate.

versus

ACE CONSTRUCTION MACHINERY PVT. LTD. & ORS.  
.....Defendants  
Through: Ms. Vijay Laxmi Mewara and Mr. Pranab Dwivedi, Advocates for D-1 to 4.

**CORAM:**  
**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**

**ORDER**  
**07.05.2026**

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1. Learned counsel for the parties state that the *inter se* disputes have been amicably settled under the aegis of the Delhi High Court Mediation and Conciliation Centre. The terms of settlement have been reduced into writing in the settlement agreement dated 11.03.2026. The settlement agreement has been placed on record by the Mediation Centre.
2. The terms and conditions of settlement are enumerated in para 1 to para 13 of the Settlement Agreement dated 11.03.2026.
3. Learned counsel for the defendant states that in terms of para 1 to para 13 of the Settlement Agreement, the defendant shall file their affidavit of compliance within two days from expiry of the 60<sup>th</sup> day as stipulated in the said paragraphs. A copy whereof shall also be furnished to the learned counsel for the plaintiff.
4. The Settlement Agreement is taken on record alongwith all its annexures



thereto.

5. The parties shall remain bound by the terms of settlement.
6. Let a decree sheet be drawn up in terms of para 1 to para 13 of the Settlement Agreement dated 11.03.2026.
7. At request, Court Fees be refunded to the plaintiff under Section 16 of the Court Fees Act, 1870, read with Court Fees (Delhi Amendment) Act, 2026, upon completion of all the formalities, as per Rules.
8. The suit is decreed and disposed of alongwith all the pending applications.

**TUSHAR RAO GEDELA, J**

**MAY 7, 2026**

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