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

+ **CS(OS) 398/2025 & I.A. 14967/2025**

M/S GLIDER INFRASTRUCTURE PVT. LTD.Plaintiff

Through: **Mr. Pankaj Vivek, Mr. Tarun Kumar
and Mr. Suryansh Jamwal, Advs.**

versus

SH. MUKESH KUMARDefendant

Through: **Mr. Namit Saxena and Mr. Awnish
Maithani, Advs.**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **19.01.2026**

**I.A. 223/2026 (joint application under Order XXIII Rules 1 & 3 read with
Section 151 CPC)**

1. The present application has been filed jointly by the plaintiff, as well as, the defendant.
2. It is stated that during pendency of the suit, the parties to the suit arrived at an out of the Court settlement, which was reduced in writing in the form of a Settlement Agreement dated 10.12.2025 [in short, 'Settlement Agreement']
3. After the application was filed, the same was directed to be listed before the learned Joint Registrar, who recorded the statements of the authorized representative of the plaintiff, as well as, of the defendant.
4. I have perused the statement of authorized representative of the plaintiff namely, Mr. Ajay Gupta wherein he has stated that the plaintiff has entered into settlement with the defendant *vide* Settlement Agreement dated 10.12.2025 and copy of the same has been exhibited as Ex.X-1. It is further stated that the plaintiff has paid a settlement amount of Rs.1,55,00,000/- to the defendant.



5. Likewise, the statement of the defendant i.e. Mr. Mukesh Kumar has also been perused wherein he has also affirmed the factum of settlement dated 10.12.2025 and has acknowledged having received an amount of Rs.1,55,00,000/-. It is further mentioned in his statement that the defendant has handed over, and the plaintiff/company has taken over, the vacant possession of the suit land at the site.
6. The defendant has joined the proceedings through VC. He submits that he has no objection in case the orders are passed in terms of the application.
7. I have perused the application. The same is signed by the plaintiff, as well as, the defendant. The said application is also supported by the affidavits of the plaintiff and defendant.
8. A perusal of the Settlement Agreement also shows that the same has been signed by the parties and also witnessed by two witnesses. In view of the above, this Court does not find any impediment in allowing the present application.
9. Accordingly, the application is allowed and the prayer for possession is decreed in terms of the Settlement Agreement [Ex.X-1], which shall form part of the record.
10. Insofar as the prayer (b) of the plaintiff in the suit with regard to claim of damages is concerned, the same has been withdrawn and accordingly, the suit *qua* said relief is dismissed as withdrawn.
11. The application is disposed of, in the aforesaid terms.

VIKAS MAHAJAN, J

JANUARY 19, 2026/aj