



2026:DHC:1784-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA(COMM) 360/2025, CM APPL. 39194/2025, CM APPL. 39195/2025, CM APPL. 79851/2025, CM APPL.13265/2026

M/S SUPER AUTO CENTRE AND ORS.Appellants

Through: Mr. Vipin Singhanian, Adv.

versus

SHRI TARUN GARGRespondent

Through: Mr. Nitin Prakash, Adv.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER(ORAL)

% **26.02.2026**

C. HARI SHANKAR, J.

1. The parties have settled this dispute between themselves.
2. The settlement agreement dated 21 February 2026 has been placed on record.
3. The terms of settlement read as under:

1. That it has been agreed between the parties that in terms of the aforesaid judgment and decree dated 18.02.2025 passed by the Ld. District Judge (Commercial), North West District, Tis Hazari Courts, Delhi, as well as the aforesaid three criminal complaint cases filed by the first party and his deceased father against the second party, the second party shall pay a total sum of Rs.20,00,000/- to the first party in full and final settlement of all



the claims of the first party and his deceased father qua the second party and after the receipt of the said amount in the manner mentioned hereinafter, the first party shall be left with no other claim of whatsoever nature qua the second party in any manner whatsoever.

2. That the said amount of Rs.20,00,000/- (Rupees twenty lacs only) shall be paid by the second party to the first party by moving an application before the Hon'ble High Court of Delhi at New Delhi, in the aforesaid R.F.A. filed by the second party wherein the second party had already deposited an amount of Rs.25,00,000/- in the name of the Registrar General, Delhi High Court, thereby informing the Hon'ble Delhi High Court about the amicable settlement so arrived at between the parties and praying for the release of an amount of Rs.20 lacs in the name of the first party out of the said deposited amount of Rs.25 lacs and for release of the balance amount of Rs.5 lacs in favour of the second party.

3. That after the aforesaid amount of Rs.20 lacs is released in favour of the first party by the Hon'ble Delhi High Court, the first party undertakes to withdraw all the aforesaid three criminal complaint cases so filed against the second party i.e. two complaints filed by the first party and one complaint filed by the deceased father of the first party against the second party and shall not pursue the same in any manner whatsoever.

4. That after the receipt of the aforesaid amount of Rs.20 lacs from the second party in the manner mentioned above, the first party undertakes not to file any civil or criminal cases against the second party in future before any Court or authority as the entire claim of the first party and his deceased father qua the second party stands settled once for all.

5. That the parties have agreed to the aforesaid terms and conditions out of their own free will and accord, without any pressure, force, coercion, threat and/or any undue influence from any quarter whatsoever after fully understanding the contents of the same in vernacular language and undertakes to abide the same in its letter and spirit.

4. We have perused the terms of the settlement and find them to be legal and enforceable in law. Learned Counsel for the parties are also present and agreed on behalf of their respective clients to abide by the terms of the settlement.



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5. As per the terms of settlement, an amount of ₹ 20 lakhs out of the amount of ₹ 25 lakhs deposited by the appellant is to be paid to the respondent and the balance is to be refunded to Appellant 3.
6. Accordingly, we direct the registry, on the parties approaching the Registry for that purpose, out of the amount of ₹ 25 lakhs which stands deposited, to pay the amount of ₹ 20 lakhs along with any interest which may have accrued thereon, to the respondent and the remaining amount of ₹ 5 lakhs along with any interest which may have accrued thereon to Appellant 3.
7. The parties would remain bound by the terms of settlement.
8. As such, nothing survives for adjudication in this appeal which is disposed of in terms of settlement agreement dated 21 February 2026.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

FEBRUARY 26, 2026/AT