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

+ **CS(OS) 631/2023**

SMT. RITU AGGARWAL & ORS.

.....Plaintiffs

Through: Mr. N. S. Dalal, Ms. Nidhi Dalal, Mr.
Alok Kumar, Ms. Rachana Dalal,
Mr.Karan Mann, Advocates

versus

SHRI NARESH KUMAR JAIN & ANR.

.....Defendants

Through: Ms. Khushi Sharma, Mr. Kavindra
Solanki and Mr. Nitin Kumar,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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02.02.2026

I.A. 2693/2026

1. This Application has been filed by the Plaintiff under Order XXIII Rule 3 of CPC, seeking withdrawal of the present Suit in terms of the settlement arrived at between the parties *vide* Settlement Agreement dated 21.01.2026.
2. The instant Suit is one for a decree of specific performance of the Agreement to Sell dated 17.06.2017 entered into between the Plaintiffs and the Defendants and for a direction to the Defendants to execute the Sale Deed in respect of the Suit Property which an agricultural land measuring 12 *bighas* in *Khasra* No. 488 (4-16), 489 (4-16) and 491 (2- 8).
3. It is stated that during the pendency of the present Suit, the Parties



have entered into the Settlement Agreement dated 21.01.2026. For the sake of convenience, the Settlement Agreement is reproduced in its entirety and the same reads as under:



SETTLEMENT AGREEMENT

This settlement Agreement is Executed at New Delhi on this 20th day of January, 2026.

BETWEEN

(1) **Smt. Ritu Aggarwal** W/o of Shri Nitin Aggarwal, R/o F-64, Phase-I, Ashok Vihar, New Delhi-110052, (2) **Smt. Meena Jindal** W/o Shri Ramgopal Jindal, R/o 19/26, East Punjabi Bagh, New Delhi-110026 (3) **Smt. Sneh Jindal** W/o of Shri Amarnath Jindal, R/o 19/26, East Punjabi Bagh, New Delhi-110026, hereinafter jointly referred to as the "**FIRST PARTY**", which expression shall mean and include their respective legal heirs, agents, assigns and attorneys etc. of the **First Part**.

AND

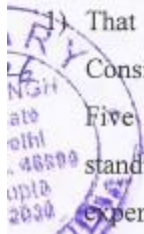
(1) **Shri Naresh Kumar Jain** S/o of Late Shri Jai Chand Jain, R/o 69, Hendon Wood Lane, London, NW7 4HT, UK, (2) **Shri Rakesh Kumar Jain** S/o of Late Shri Jai Chand Jain R/o 6, Partridge Close, Stanmore, Middlesex, HA7 4YP, UK (Both presently at Delhi) hereinafter jointly referred to as the "**SECOND PARTY**", which expression shall mean and include their respective legal heirs, agents, assigns and attorneys etc. of the **Second Part**.

WHEREAS, the Second Party is the Lawful owner of land falling in Khasra No.488 (4-16), 489 (4-16) and 491 (2-8) total land measuring 12 bighas situated in the revenue estate of Village Qadipur (Kadipur), Delhi. Hereinafter referred to as the "**SAID PROPERTY**"

AND WHEREAS, A Civil Suit for Specific Performance of Contract has been filed by the First Party against the Second Party being Suit No. 631/2023 titled SMT. RITU AGGARWAL & ORS. VS. SH. NARESH KUMAR JAIN & ANR. before Hon'ble High Court of Delhi, which both the parties (Plaintiffs & Defendants) are now desirous of settling the same mutually on the terms and conditions set herein below;

NOW THIS INDENTURE WITNESSETH AS UNDER:

That the First Party has offered, and the Second Party has Agreed for the Sale Consideration of the Said Property fixed at Rs. 6,35,00,000/- (Rupees Six Crore Thirty Five Lakh Only). The amount already paid by the First Party to the Second Party shall stand adjusted towards the costs of the Suit, delayed payment interest and travelling expenses of the Second Party. Henceforth, by virtue of the present Settlement now the





First Party shall pay a total amount of Rs. 6,35,00,000/- (Rupees Six Crore Thirty Five Lakh Only) to the Second Party which shall be the consideration of Sale Transaction.

- 2) That the First Party shall make payment of the Sale Consideration towards the Said Property in the following manner:

SRL.	AMOUNT	ON OR BEFORE DATE	MODE OF PAYMENT
1.	35,00,000/- (Rupees Thirty Five Lakh Only)	21.01.2026	Cheque No. 000001 & 000002 of Rs. 17,50,000/- each favoring Mr. Naresh Jain and Rakesh Jain drawn on Standard Chartered Bank.
2.	25,00,000/- (Rupees Twenty Five Lakh Only)	10.02.2026	Bank Transfer/ Demand Draft
3.	5,75,00,000/- (Rupees Five Crore Seventy Five Lakh Only)	15.04.2026	Bank Transfer/ Demand Draft
TOTAL Rs. 6,35,00,000/- (RUPEES SIX CRORE THIRTY FIVE LAKH ONLY)			

- 3) That the final payment as scheduled above shall be made on or before 15.04.2026, which shall be the essence of this Contract. The time for Final payment shall not be extended for any reason whatsoever beyond 15.04.2026.
- 4) That upon receipt of the Total sale consideration, the Second Party is bound to execute a Sale Deed in favour of the First Party and/or their assigns on the day of the Final Payment.
- 5) That upon receipt of the Total Sale Consideration of Rs. 6,35,00,000/- (Rupees Six Crore Thirty Five Lakh Only) as scheduled above, the Second Party shall hand over the vacant and peaceful possession of the Said Property to the First Party and/or their assigns. The handing over of the possession is mandatorily to be done even if the execution of the Sale Deed may get delayed for any reason. The Second Party, his agents and assigns etc. shall vacate the suit property 24 hours before execution of the Sale Deed and both the parties shall visit the said property to verify the vacant possession.



- 6) That the First Party has already done the required due diligence in respect of title of the Said Property and has also verified the Possession of the Second Party over the said property before entering into the present Agreement.
- 7) That all the expenses towards the Stamp Duty, Registration Charges, other ancillary fee etc. towards the Registration of the Sale Deed shall be borne by the First Party.
- 8) That as the Second Party are residents of United Kingdom, hence they will ensure to make themselves available for registration of the Sale Deed at Delhi. The First party shall intimate the date for registration of the Sale Deed at least 30 days prior to the date of execution/registration of the Sale Deed. This is to afford sufficient time to the Second party to make travel arrangements.
- 9) That both the parties understand that the Said Property falls under urbanized village category so there is no requirement of obtaining NOC under Section 33 of Delhi Land Reforms Act. However, in case any permission or approval is required from the Revenue office, the same shall be responsibility of the First Party to obtain and the Second Party undertakes to cooperate with the First Party for making any applications or obtaining any approvals as may be required in accordance with Law and prevalent guidelines.
- 10) That at the time of execution of the Sale Deed, the Second party shall hand over all the documents in their possession concerning their title over the Said property to the Second Party in original.
- 11) That the Second Party shall ensure that the payment towards the Electricity charges, water charges and property tax shall be made up to the date of the execution of the sale deed. After the execution of the sale deed the payment of these charges shall be the responsibility of the First Party.
- 12) That both the parties undertake for amicable conclusion of the Present Agreement in its true letter and spirit. In case any of the parties fail to comply with the terms of the Present Agreement then the concerned party shall be subjected to the Contempt of the Court's order as may be passed by the Hon'ble high Court while disposing the said civil suit in pursuance to the Present Agreement.
- 13) That after execution of the present agreement, both the parties shall file joint application before the Hon'ble High Court of Delhi for disposal of the Civil Suit No. 631/2023 as settled/compromised.



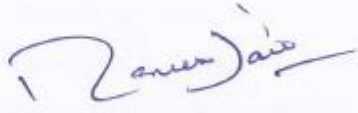
14) That the parties have entered into the present settlement out of their own free will and wish, without any force, fraud or coercion of any nature from any corner.

IN WITNESS WHEREOF the parties have set their respective hands in the presence of the following witnesses.

FIRST PARTY

- 
1) Smt. Ritu Aggarwal
W/o of Shri Nitin Aggarwal
- 
2) Smt. Meena Jindal
W/o Shri Ramgopal Jindal
- 
3) Smt. Sneh Jindal
W/o of Shri Amarnath Jindal

SECOND PARTY

- 
1) Shri Naresh Kumar Jain
S/o of Late Shri Jai Chand Jain,
- 
2) Shri Rakesh Kumar Jain
S/o of Late Shri Jai Chand Jain

4. This Court has perused the Settlement Agreement and is of the opinion that the Settlement Agreement is legal and lawful and is capable of being implemented.

5. The present Application has been jointly filed by the Plaintiffs and the Defendants. The Application has been signed by all the parties. The Parties shall be bound by the terms of the Settlement Agreement dated 21.01.2026.

6. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of the CPC and the Settlement Agreement dated 21.01.2026 entered into between the Parties. Pending applications, if any, also stand disposed of.

7. Let the Decree Sheet be prepared accordingly.



8. In view of the fact that the Parties have entered into a settlement and in view of the Judgment passed by the Division Bench of this Court in Nutan Batra v. Buniyaad Associates, **2018 SCC OnLine Del 12916**, this Court is inclined to direct the refund of Court Fees.
9. Let the Court Fee be refunded in accordance with Section 16 of the Court Fees Act, 1870.
10. The application is disposed of in the aforesaid terms.
11. It is made clear that any violation of the terms of the Settlement Agreement dated 21.01.2026 by any of the parties will attract the provisions of Contempt of Courts Act, 1971.

SUBRAMONIUM PRASAD, J

FEBRUARY 02, 2026

Rahul