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

+ **CS(OS) 554/2019**

SUPARN PANDEY

.....Plaintiff

Through: Mr. Anchit Sharma and Mohd. Faraz
Khan, Advocates

versus

GAYATRI DAHIYA

.....Defendant

Through: Ms. Gayatri Dahiya, In-person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **21.05.2026**

I.A. 14449/2026

1. The present Application has been filed by the parties under Order XXIII Rule 3 read with Section 151 of the CPC for disposing of the present Suit in terms of the Settlement Agreement dated 08.04.2025, entered into between the parties before the Delhi High Court Mediation and Conciliation Centre.

2. The present Suit is one for damages, declaration, permanent and mandatory injunction. During the pendency of the proceedings, the parties were referred to the Delhi High Court Mediation and Conciliation Centre to explore the possibility of an amicable settlement. It is stated that vide Settlement Agreement dated 08.04.2025, the parties have settled the disputes. A copy of the Settlement Agreement has been annexed with the present Application. The Settlement Agreement is reproduced in its entirety,



and the same reads as under:-

SETTLEMENT AGREEMENT

This "Settlement Agreement" is being executed on this 8th day of April, 2025, by and between:-

Gayatri Dahiya, aged 37 years, D/o Lt. Gen. Satwant Singh Dahiya R/o 78, Vasant Enclave, New Delhi- 110057 (the "First Party"),

AND

Suparn Pandey, aged 35 years, S/o Sh. Rajesh Pandey R/o H. No. C-75, Ground Floor, Ardee City, Sector-52, Gurgaon, Haryana. (the "Second Party");

(the First Party and the Second Party shall hereinafter be collectively referred to as the "Parties", and individually as a "Party").

RECITALS :-

- A. WHEREAS the Parties are erudite professionals in their respective fields, who are in the process of building their careers through their hard work, grit and dedication. The Parties have the entirety of their professional life ahead of them, and are desirous to focus on the same and devote their time and attention to their respective careers;
- B. AND WHEREAS the Parties are only known to one another professionally, while the First Party was employed in the editorial team of ScoopWhoop Media Pvt. Ltd., where the Second Party is a co-founder;
- C. AND WHEREAS, on 02.02.2015 the First Party was appointed as the Editor-Woman with ScoopWhoop Media Pvt. Ltd. and continued to work up to 02.03.2017;
- D. AND WHEREAS, the Parties had initially engaged in a collaborative working relationship characterized by mutual cooperation and amicability;
- E. AND WHEREAS in view of the inter se grievances and disputes, several legal proceedings came to be instituted by both Parties against one another which are enumerated below:-



1. CC No. 14711/2018 [the "**Criminal Case**"] arising out of FIR No. 117 of 2017 dated 28.03.2017, Police Station Vasant Kunj South, South District, New Delhi [the "**FIR**"] pending before the Court of Ld. Metropolitan Magistrate, Patiala House Courts, New Delhi;
2. Writ Petition (Civil) No. 9848/2017 titled "*Gayatri Dahiya v. Union of India & Ors.*" pending before the Hon'ble Delhi High Court [the "**Writ Petition**"];
3. CS (OS) 554 of 2019 titled "*Suparn Pandey v. Gayatri Dahiya*" pending before the Hon'ble Delhi High Court [the "**Defamation Suit**"];

(All legal proceedings between the Parties, including specifically the FIR, Criminal Case, Writ Petition and the Defamation Suit, have been identified and shall hereinafter be collectively referred to as the "**Litigations**", unless repugnant to the context thereof);

- F. AND WHEREAS almost eight years have passed since the instituting of these cases and their pendency, the First Party, is no longer in the profession as an editor and is now a practicing Advocate in Delhi, while the Second Party is no longer working with ScoopWhoop Media Pvt. Ltd.
- G. AND WHEREAS the Parties upon intervention of mutual friends and acquaintances, with an intent to arrive at a peaceful resolution have agreed to settle their disputes mutually with an earnest desire to move forward with their lives by closing this chapter behind them and are therefore entering into this Settlement Agreement voluntarily to effectuate the terms and conditions of their mutual understanding and agreement.
- H. AND WHEREAS, the Hon'ble High Court *vide* Final Order dated 28.02.2025 passed in the Writ Petition was pleased to note that the Parties had arrived at a Settlement pursuant to which the *inter se* litigations would be withdrawn which for the purpose for the present Agreement includes the Writ Petition and Defamation Suit and quashing of the FIR.



NOW THEREFORE after comprehensive settlement talks, and through the intervention of their Advocates, mutual friends and acquaintances, the Parties voluntarily and of their own independent have mutually agreed to settle the *inter se* disputes which form the basis of the aforementioned FIR and Litigations, subject to the following terms and conditions:

1. That upon execution of the present Settlement Agreement, the Parties agree to simultaneously file the following:-

1.1. The Parties shall file a joint petition seeking quashing of the aforementioned FIR No. 117 of 2017 dated 28.03.2017, before the Hon'ble Delhi High Court (the "**Quashing Petition**") in terms of the Final Order dated 28.02.2025 passed by the Hon'ble Delhi High Court in Writ Petition (Civil) 9848/2017. The First Party agrees to do all such things necessary for the just and timely decision of the said Quashing Petition, including to appear before the Hon'ble High Court on such dates as may be required, record her statements, file affidavits of no objection, and all such documents as may be required for the speedy disposal of the Quashing Petition before the Hon'ble High Court and in relation thereto.

1.2. The Second Party shall file an application under Order 23 Rule 3 of the Code of Civil Procedure, 1908 for compromising the suit viz., CS No. 554 of 2019 titled "*Suparn Pandey v. Gayatri Dahiya*" pending before the Hon'ble Delhi High Court in terms of the present Settlement Agreement and/or shall withdraw the said suit on the basis of the present Settlement Agreement.

1.3. The Parties shall continue to abide by and remain bound by the terms of settlement arrived by the Parties with the assistance and intervention of the Hon'ble Delhi High Court, as recorded in the Order dated 28.02.2025 in Writ Petition (Civil) 9848/2017, *vide* which the said matter has already been disposed of by the Hon'ble Court in terms of the amicable settlement arrived between the Parties.



2. The Parties undertake to remove and/or cause to be removed, any online/ social media content either made by them or by a third party identifying them in relation to any incidents forming part and basis of the aforementioned FIR and Litigations (the “**Offending Content**”). The First Party will not have any objection to the removal/ take down of any Offending Content at the request of the Second Party, which identifies the Parties. It is explicitly agreed and understood that the removal of any Offending Content as above shall include any content of an analogous nature to the Offending Content identifying the Parties and incidents pertaining to the FIR and the Litigations, which may have been created/ posted/ published by any third party. However, the First Party cannot be held liable for any such Offending Content, which may have been created/ posted/ published by any Third Party after execution of the present Agreement, provided that such Third Party is not in any manner whatsoever related to First Party professionally or by relation.
3. It is further expressly agreed by the Parties that they shall not, in any manner whether directly or indirectly, make any statement, whether written or oral in any medium including public platforms and or social media, give any interviews, or directly or indirectly participate/ get involved in the creation, sharing, publishing and/or endorsement of any material in relation to the Parties and/or the incidents forming part and basis of the aforementioned FIR and Litigations, which are the subject matter of this Settlement Agreement.
4. The Parties agree that for the purposes of this Settlement Agreement, the following information shall constitute “**Confidential Information**”:
 - a. The entire contents of the FIR and Litigations, including the Quashing Petition, including all complaints, replies, pleadings, documents, records, information constituting and/or related to the FIR and Litigations except what is available and accessible to third parties by inspection of Court Record;
 - b. Any information about or in relation to the events and incidents forming part of and basis for the FIR and Litigations except what is available and accessible to third parties by inspection of Court Record;



- c. Any information about or in relation to any past/ present/ future dealings, discussions, interactions, and/or communications between the First Party and the Second Party, and/or by each respective Party with any third parties upon execution of the present Settlement Agreement, in relation to the events and incidents forming part of and basis for the FIR and Litigations except what is available and accessible to third parties by inspection of Court Record;
 - d. This Settlement Agreement, its previous drafts and/or any documents/ communications containing information about the terms and agreements between the Parties, and the contents thereof, specifically including the terms of settlement between the Parties, and any portion or purport of any talks/ discussions between the Parties and/or their representatives, including any electronic or analog record or representation of the same;
 - e. The Parties agree and understand that the term “*information*” as used above specifically includes reference to any comments on, interpretations of, data, knowledge, recordings, social media posts and chats, any communications, insights, or materials exchanged, discussed, or produced by either Party, whether in written, verbal, electronic, or any other form, within the direct control of the Parties that pertain to the subject matter of this agreement.
5. The Parties agree and undertake to do all things necessary at the request of either Party communicating only through their respective counsels/ lawyers, including filing an appropriate petition/ application and/or recording of statements, etc. for making all records of any FIR and/or Litigations between the Parties as confidential in line with the Parties’ respective Right to Privacy, and to the extent allowed under the law in force.
6. The Parties agree that they shall refrain from disclosing, communicating, disseminating, publishing, reproducing, summarising and/or distributing the Confidential Information in any manner whatsoever to any person whatsoever, and/or that they shall refrain from being privy to or involved in the abetment of such acts, as above, being committed by any third party(ies). It is made clear that neither Party shall be held responsible for disclosure of Confidential Information by a Third Party, which is already in public domain as on date of execution of the present Settlement Agreement, for any purpose whatsoever not known to the Parties herein, provided that such Third Party is not in any manner whatsoever related to a Party, professionally or by relation.



7. That subject to the quashing of FIR, withdrawal of the Writ Petition and disposal of the Suit, as above, the Parties shall be completely released and forever discharged from any demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses, compensation of any nature whatsoever, forming the subject matter of any of the Litigations, and/or this Settlement Agreement, which have arisen/ accrued/ occurred prior to the execution of the present Settlement Agreement.
8. That subject to the quashing of FIR, withdrawal of the Writ Petition and the Suit, as above, the Parties agree that they shall not institute or cause to be instituted any action, lawsuit, complaint or proceedings of any nature against the other Party, which relates to or arises out of any claim, right, or cause of action of any kind, known and unknown, arising out of or related to the subject matter of the FIR and/or the Litigations and/or this Settlement Agreement, which have arisen, occurred or accrued prior to the execution of the present Settlement Agreement.
9. That, both the Parties have agreed and undertake that all the decisions, including the present terms and conditions have been taken independently of their own free will, and in order to move on from any issues and disputes occurred during their younger years, in favor of a desire to continue with their lives and futures, and their careers; and the Parties shall honour the said intentions in true spirit in their future acts and conduct, and the same is done of their own free will and without any pressure or coercion. The Parties agree that they shall not do anything which shall be in derogation to or against the spirit of this Settlement Agreement.
10. Notwithstanding anything else contained in this Settlement Agreement or elsewhere, the Parties mutually acknowledge each other's professional achievements and respectable position in society as being productive members of society. The Litigations have disturbed the

Parties' lives and impeded their professional growth. The present Settlement Agreement is being executed by the earnest desire of the Parties to move on in life. In view thereof, the Parties mutually acknowledge and agree that any breach of the confidentiality obligations and all other obligations imposed by the Parties upon each other under this Settlement Agreement, shall render the intent of the Parties to move on in life as infructuous and shall not only result in further significant reputational loss and harm to the other Party, but also emotional and mental trauma to the Parties. In the event of such a breach, the non-breaching Party shall be entitled to be compensated by the breaching Party for emotional and mental trauma as well as further reputational damage as compensation for said harm and loss without any requirement of actual loss or harm caused thereby.



11. Further notwithstanding anything contained in this Settlement Agreement or otherwise, the Parties further agree that in the event of such a breach of confidentiality obligations or any part of this Settlement Agreement, the non-breaching Party shall have the unequivocal right to initiate legal proceedings before a Court of competent jurisdiction in the nature of a Suit for Defamation or otherwise, against the breaching Party and re-open the FIR Case/ abovementioned civil and criminal litigations and or institute such fresh civil as well as criminal cases as may be necessary.
12. That both the Parties understand and affirm that this Settlement is for their own betterment, and on the basis of mutual understandings, beliefs and good faith, which is necessary for the Parties to move on in life and enjoy peaceful, healthy and full lives by leaving behind all disputes and grievances.
13. This Settlement Agreement has been executed without any coercion, duress or collusion the Parties hereby undertake to abide by the terms and conditions set out in the above mentioned Settlement Agreement in true spirit.
14. The present Settlement Agreement has been executed in four original sets. One original set shall be retained by the First Party, the second original set shall be retained by the Second Party, and the two remaining sets are to be used in closing the three pending litigations.
15. In the event any dispute has arisen pertaining to the contents of the present Settlement Agreement and/or FIR/Litigations that have been settled between the Parties pursuant to the present Settlement Agreement, the courts at New Delhi would have exclusive jurisdiction to entertain such disputes.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE READ AND SIGNED THE PRESENT SETTLEMENT AGREEMENT ON THIS 8TH DAY OF APRIL 2025 IN THE PRESENCE OF THE FOLLOWING WITNESSES.

3. The Settlement Agreement has been signed by all the parties.
4. This Court has perused the Settlement Agreement and is of the opinion that the same is lawful in nature and is capable of being accepted under Order XXIII Rule 3 of the CPC.
5. The Settlement Agreement is taken on record.
6. The instant Application has been signed by all the parties and is



accompanied by their respective affidavits.

7. The Plaintiff has joined the proceedings through video conferencing today. She has been identified by the learned Counsel for the Plaintiff. The Plaintiff states that she has read and understood the contents of the Settlement Agreement. She also states that the Settlement Agreement has been entered into without any coercion or under influence.

8. The Parties are bound by the terms contained in the Settlement Agreement. The parties are directed to abide by the Settlement Agreement and not raise any further disputes in implementing the Settlement Agreement.

9. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.

10. The present Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 13.05.2026, along with pending application(s), if any.

11. Since the suit has been settled between the parties, the Plaintiffs are entitled to refund of the entire court fee in terms of Section 16 of the Court Fees Act. The Registry is directed to refund the entire court fees to the Plaintiffs.

12. Accordingly, the Suit is disposed of as withdrawn.

SUBRAMONIUM PRASAD, J

MAY 21, 2026

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