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

+ CS(OS) 615/2024

MRS SHASHI SINGH & ANR.

.....Plaintiffs

Through: Mr. Harshvardhan Singh Soam, Adv.
(through VC).

versus

SORABH AGGARWAL & ORS.

.....Defendants

Through: Mr. Jitendra Singh, Mr. Tarun & Mr.
Rishabh Rana, Advs. for D- 1, 2 & 3
alongwith D-1 (Sorabh Aggarwal), D-
2(Preeti Aggarwal) & D-3(Devender
Singh Dahiya)

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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19.05.2026

I.A. 14052/2026

1. This application has been filed on behalf of the plaintiffs under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 for disposal of the suit in terms of the settlement agreement.

2. The parties have settled the dispute vide settlement agreement dated 30.04.2026. The terms of the settlement agreement reads as follows:

“(a) It has been agreed and undertaken by the parties that the second Parties collectively have paid a sum of Rs. 2,65,00,000/- (Two Crore Sixty-five laths only) to the first party towards full and final settlement of all claims of the first party arising out of the present civil suit, CS (OS) 615/2024 and against property bearing no. 17 – A (A total of 400 Sq Yds), out of Khasra No. 16/7, situated at village Qutabpur, known as Qutab Vihar Phase - 1 New Delhi, as per the terms of the present Settlement Agreement.

(b) The First Party collectively have been paid a total sum of Rs. 2,65,00,000/- (Two Crore Sixty-five Lakhs only) in the following manner:-



S. No.	Amount	Transaction Method	Date
1.	Rs. 1/-	Paid by Preeti Agrawal By UPI REF NO 372323810853	23.12.2023
2.	Rs. 99,999/-	Paid by Preeti AgrawalBy UPI REF NO 372324312440	23.12.2023
3.	Rs. 1,00,000/-	CASH	23.12.2023
4.	47,90,000/-	Paid By Saurabh Agrawal By RTGS UTR NO. IDFBR52023122600650519	26.12.2023
5.	Rs. 82,27,500/-	By DD NO. 263029 dated 29.04.2026 drawn on IDFC First Bank Limited from Saurabh Agrawal drawn in favour of "SACHCHIDA NAND SINGH S/o Late Sh. Rajender Singh"	

6.	Rs. 1,30,17,500/-	By DD NO. 263028 dated 29.04.2026 drawn on IDFC First Bank from Preeti Agrawal drawn in favour of "SACHCHIDA NAND SINGH S/o Late Sh. Rajender Singh"	5
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It is to be noted that all payment has been made to Sachchida Nand Singh



with consent of his wife Mrs. Shashi Singh and he has accepted payment on behalf of both the first parties.

(c) Under the present Settlement Agreement, the Third party has no rights or obligations, and accordingly, any interest it may have in relation to the present Settlement Agreement stands extinguished upon the execution of this Agreement.

(d) That the Second Parties, along with the Demand Draft(s) towards the settlement amount, have handed over to the First Parties the TDS challan evidencing deposit of ₹2,65,000/- (Rupees Two Lakh Sixty-Five Thousand only), being 1% of the total sale consideration amount of ₹2,65,00,000/- (Rupees Two Crore Sixty-Five Lakh only) in respect of the said property, duly deposited with the Income Tax Department. It is clarified that the said TDS amount has been deposited in proportion to the respective amounts paid by the Second Parties, i.e., ₹1,32,500/- (Rupees One Lakh Thirty-Two Thousand Five Hundred only) each. The Second Parties have provided copies of TDS challan receipt and Challan Cum Statement of Deduction as proof of proper deduction and deposit of the said TDS amount and undertake that the same shall duly reflect in the Form 26AS/AIS of the First Parties. In case, the TDS amount is credited back into the account of the Second Party and not processed, they shall deposit the same again to ensure TDS compliance.

(e) The First Parties, in view of present Settlement Agreement have executed the new chain of documents (*i.e.* GPA, Deed of Will, Possession letter, Agreement to Sell, Receipt) concerning property bearing no. plot bearing no. 17 - A (A total of 400 Sq Yds), out of Khasra No. 16/7, situated at village Qutabpur, known as Qutab Vihar Phase - 1 New Delhi, in favour of Second Party (*i.e.* Sorabh Aggarwal and Preeti Aggarwal) and the First Parties have handed over original chains of documents concerning property bearing no. plot bearing no. 17 - A (A total of 400 Sq Yds), out of Khasra No. 16/7, situated at village Qutabpur, known as Qutab Vihar Phase - 1 New Delhi, to the Second Party, including newly executed documents in favour of Second Party (*i.e.* Sorabh Aggarwal and Preeti Aggarwal) on the date of signing of the present Settlement agreement.

(f) That the Second Parties have provided to the First Parties legible photocopies of all executed documents pertaining to the present transaction,



including GPA, Agreement to Sell, Possession Letter, Affidavit, Will and Receipt, for record and income tax purposes.

(g) The cheques bearing Nos. 000050 and 000002 dated 07.03.2024 drawn on IDFC First Bank for amounts of ₹50,10,000/- and ₹1,00,00,000/- issued by Mr Sorabh Aggarwal and Ms Preeti Aggarwal (Second Parties) respectively in favour of Mr Sachchida Nand Singh, shall stand cancelled pursuant to the present Settlement Agreement and shall not be presented, used, negotiated or relied upon for any transaction or proceedings by either party in any manner whatsoever.

(h) It has been agreed between the parties that after receipt of the aforesaid full and final settlement amount paid to the First Party, the First Party shall not make any claim of whatsoever nature with regard to the aforesaid claim arising out of the present civil suit filed by the First Party, nor shall file any claim, petition, complaint, suit, application etc. against the Second Party in respect to the property bearing plot no. 17 - A (total of 400 Sq Yds), out of Khasra No. 16/7, situated at village Qutabpur, known as Qutab Vihar Phase - 1 New Delhi and transactions regarding this property.

(i) That the parties shall pray to the Hon'ble Delhi High Court that the present civil suit may be disposed of in terms of the present Settlement Agreement, and all claims, may have been declared as fully satisfied, for which both the parties have already agreed upon and have given their undertaking to do so. The Parties collectively, will move an appropriate application before the Hon'ble Court seeking disposal of the suit in terms of this settlement within 10 days of signing the present settlement agreement

(j) That the parties agree that upon recording of the present settlement by the Hon'ble High Court under Section 89 of the Code of Civil Procedure, 1908, the First Party shall be entitled to apply for refund of the court fees paid in CS (OS) No. 615/2024 in terms of Section 16 of the Court Fees Act, 1870 (as applicable to Delhi) and make appropriate prayer for before Hon'ble Court.

(k) It is further agreed and undertaken between the parties that the parties shall file a joint quashing petition for quashing of FIR No. 39/2025, Police Station Chhawla, before the Hon'ble High Court within a period of 10 days from the date of disposal of the said civil suit, at its their cost and expense. The First Party shall extend full cooperation in the said quashing proceedings, including appearance before the Hon'ble High Court and



making necessary statements in support of the settlement

(l) That the parties hereby have mutually agreed and declared that all documents executed between them previously in relation to the suit property, including the Agreement to Sell dated 23.12.2023, the General Power of Attorney (GPA) 07.03.2024, the Affidavit dated 07.03.2024, the Possession Letter dated 07.03.2024, the Deed of Will dated 07.03.2024, the Receipt dated 07.03.2024, and the alleged cash receipt dated 06.03.2024 for Rs. 1,00,00,000/-, along with any other ancillary consequential documents executed (previously to this settlement) pursuant to property bearing no. plot bearing no. 17 - A (A total of 400 Sq Yds), out of Khasra No. 16/7, situated at village Qutabpur, known as Qutab Vihar Phase - 1 New Delhi thereto, shall stand cancelled, revoked and rendered null and void ab initio, and shall have no legal force, effect or enforceability henceforth, and neither party shall rely upon or enforce the same in any civil, criminal or other proceedings in future.

(m) That the First Party shall also withdraw the Application for Proper Investigation bearing Misc. Case No. 3100/2025 titled "*State vs. Sorabh Aggarwal*", presently listed for 15.05.2026, within 10 days from the date of disposal of the civil suit, and shall take all necessary steps in accordance with law for the same.

(n) It is also agreed and undertaken between the parties that Second Party and third party shall withdraw complaint case no. 709/2024 titled "*Sorabh Aggarwal vs Sachchida Nand Singh*", filed before Dwarka Court, against the First Party within 10 days from the date of disposal of the present civil suit, and parties undertake not to file any claim, petition, complaint, suit, application etc. against each other arising out of present cause of action.

(o) By giving consent to this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation.

(p) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. The parties further agree and undertake that they shall not resile from the present Settlement Agreement.



(q) All Parties have agreed that they are entering into the present Settlement Agreement voluntarily, out of their own free will and volition. The Parties further state that they have understood the contents of the present Settlement Agreement as the same have been explained to them and have been read to both the parties in vernacular, by the mediators and their respective counsels, in the presence of each other.

(r) The Parties have agreed that they shall appear before the Hon'ble Court during the virtual hearing or physical hearing, as the case may be, to make their statements in terms of the present Settlement Agreement.”

3. Learned counsel for the parties are at *ad idem* that the suit be decreed in terms of the settlement agreement.

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4. The suit is decreed in terms of the settlement agreement dated 30.04.2026.

5. Let a decree-sheet be drawn up by the Registry accordingly.

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6. This is an application filed under Section 16 of the Court Fees Act, 1870, seeking refund of court fees.

7. For the reasons mentioned therein, the application is allowed.

AVNEESH JHINGAN, J

MAY 19, 2026

‘JK’