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

+ **CS(COMM) 27/2024 and I.A. 31430/2025**

PUSHPA GUPTA

.....Plaintiff

Through: Mr. A. Abhiraj Ray and Mr. Aamir
Abbas Naqvi, Advocates.

versus

S.R. FOILS HYGIENE (P) LTD & ORS.

.....Defendants

Through: Mr. Shivesh Kaushik, Advocate for
D1.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

21.04.2026

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**I.A. 9719/2026 (under Order XXIII Rule 3 CPC for recording of
compromise and disposal of suit by the plaintiff)**

1. By way of present application, plaintiff seeks disposal of the suit in view of the settlement dated 30.03.2026, terms whereof have been reproduced in Para 3 of the application, which reads thus:

“i) The Defendant has acknowledged its liability of Rs. 4,65,00,000/- towards the Plaintiff.

ii) The Defendant has agreed to pay the said amount within one year, subject to sale of its land asset situated in Rajasthan.

iii) The Plaintiff has agreed to grant No Objection for sale of the said property and proceedings related thereto.

iv) It has been agreed that the sale proceeds shall first be utilized towards satisfaction of the Plaintiff's dues.

v) That the Plaintiff reserves the right to sue for the principle amount + additional damages and recover the same if her dues



are not paid within a year.”

2. The present suit was filed by the plaintiff seeking recovery of dues from defendant no.1/company. The other parties who were arrayed as defendant nos. 2 to 4 already stand deleted.
3. Defendant no.1 is represented through its Directors namely, Mr. Praveen Kumar and Mrs. Kamlesh Mahalwal, who are present in the Court. The said Directors have also filed their respective affidavits vide Diary no. E-178601/2026 dated 21.04.2026. The original copies of the affidavits have been handed over across the Bar, the same is taken on record.
4. The aforesaid two Directors of the defendant no.1 Company, in their respective affidavits, have also affirmed and ratified the terms of the MOU reproduced in the application and thereby acknowledged the liability of the defendant no.1 towards the plaintiff to the extent of Rs.4,65,00,000/- (Rupees Four Crore & Sixty Five Lacs only).
5. It is further stated by the Directors of defendant no.1 in their respective affidavits that the acknowledged liability of Rs.4,65,00,000/- shall be paid to the plaintiff from the sale proceeds of the property in Rajasthan, the details of which have been given in Para 2 of the order dated 24.07.2025, and the payment will be made within a period of one year.
6. Mr. Praveen Kumar and Mrs. Kamlesh Mahalwal also affirm the factum of settlement and undertake to honour the terms of the MOU, which have been enumerated in Para 3 of the application. Their statements are taken on record and they are bound down to the same.
7. Having gone through the terms of settlement, this Court finds the same to be lawful.
8. Accordingly, the present application is allowed and the suit is decreed



in terms of the settlement dated 30.03.2026, terms whereof have been reproduced in Para 3 of the application, which shall form part of the decree.

9. The application as well as the suit stands disposed of in the above terms

10. At this stage, learned counsel for the plaintiff seeks refund of the court fees since the parties have arrived at settlement.

11. Having regard to the fact that the parties have arrived at a settlement, and the suit has been disposed of in terms thereof, this Court is of the view that the plaintiff is entitled to refund of full court fees affixed on the plaint in terms of the Gazette Notification dated 06.03.2026 published by the GNCTD vide Notification No. F.14 (105)/LA-2026/ jtsecylaw /359-368 titled ***“The Court Fees (Delhi Amendment) Act, 2026”***

12. Accordingly, the Registry of this Court is directed to issue a certificate to the plaintiff for refund of full court fees.

13. Pending application also stands disposed of.

VIKAS MAHAJAN, J

APRIL 21, 2026/jg