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

+ **CS(COMM) 859/2025 & I.A. 20225/2025, 20226/2025**

D. NAVINCHANDRA DIAMONDS LLPPlaintiff

Through: Mr. Prateek Mishra, Advocate and
Mr. Mohit Kumar, Advocate
Mob: 7838046337

versus

SAWHNEY DIAMOND PASSION PRIVATE LIMITED

.....Defendant

Through: Mr. Rajinder Singh and Mr. Arjun
Sharma, Advocates (through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

03.02.2026

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1. A Settlement Agreement dated 20th November, 2025 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. Both the parties jointly submit that in view of the aforesaid Settlement Agreement executed between the parties, the suit can be disposed of, in terms thereof.
3. The parties further jointly submit that the settlement has been agreed upon without fear or coercion and that the parties have entered into the Settlement Agreement on their own volition.
4. The terms of the Settlement Agreement dated 20th November, 2025, read as under:

“xxx xxx xxx



1. The Defendant agrees to pay to the Plaintiff a sum of INR 87,61,348/- (*Rupees Eighty-Seven Lakhs, Sixty-One Thousand, Three Hundred and Forty-Eight only*) in addition to INR 27,91,250/- (*Rupees Twenty-seven lakh ninety-one thousand two hundred fifty*), which separate amount is against the Invoice dated 15/09/2025 and numbered MLSP/175/25-26 issued by the Plaintiff to the Defendant. Payment of the above two amounts shall be the payment towards full and final settlement of all claims, inclusive of principal, interest, costs, and any other charges, involved between the parties.
2. The Defendant shall pay the first component of INR 87,61,348/- (*Rupees Eighty-Seven Lakhs, Sixty One Thousand, Three Hundred and Forty-Eight only*) through cheques of corresponding installments, in the following manner:

SAWHNEY DIAMOND PASSION PRIVATE LIMITED		
PDC CHQ DETAIL		
CHQ DATE	CHQ NO.	CHQ AMT (in INR)
8/12/25	994197	3,90,000.00
8/26/25	994198	3,80,000.00
9/28/25	994199	5,70,000.00
10/11/25	994200	3,97,500.00
10/26/25	994201	3,96,000.00
11/12/25	994202	3,91,500.00
11/28/25	994203	3,92,000.00
12/12/25	994204	3,93,000.00
12/28/25	994205	3,92,500.00
1/12/26	994206	3,87,000.00
1/28/26	994209	3,87,500.00
2/12/26	994210	3,86,000.00
2/28/26	994211	3,88,000.00
3/12/26	994212	3,99,000.00
3/28/26	994213	3,91,500.00
4/12/26	994214	3,83,000.00

4/28/26	994215	3,81,500.00
5/12/26	994216	3,82,000.00
5/28/26	994217	3,94,500.00
6/12/26	994218	3,95,000.00
6/28/26	994219	3,96,500.00
7/12/26	994220	3,87,348.00
		87,61,348.00



3. Out of the above amount, INR 21,33,500/- (*INR Twenty One Lakh Thirty Three Thousand and Five Hundred Only*) corresponding to cheque dates 8/12/2025, 8/26/2025, 9/28/2025, 10/11/25 and 10/26/25 has been cleared by the Defendant prior to execution of this Agreement and accordingly stands adjusted from the final settlement amount.
4. It is agreed that if the Defendant wishes to make payments before the above schedule against the mentioned cheques, the same shall be made through RTGS/NEFT or online transaction in favor of the Plaintiff. However, the same shall only be done with prior consent of the Plaintiff.
5. **Payment against Invoice dated 15/09/2025 and numbered MLSP/175/25-26:** As regards the second component, which is the amount of INR 27,91,250 (*INR Twenty-seven lakh ninety-one thousand two hundred fifty only*) ("**2025 Invoice Amount**"), the Defendant shall pay the said sum to the Plaintiff in the manner set out below, so that there is no delay in payment respecting the concern of the plaintiff in this regard.
6. **Mode of Payment:** The amount shall be paid on the dates, and through the cheques identified below. However, in case of an emergency, or to avoid a default, the payment can be made on the same dates as indicated below, through NEFT / RTGS:

SAWNEY DIAMOND PASSION PRIVATE LIMITED		
PDC CHQ DETAIL		
CHQ DATE	CHQ NO.	CHQ AMT (in INR)
30/09/2025	630579	250000.00
15/10/2025	630580	198000.00
30/10/2025	630581	199500.00
15/11/2025	630582	197000.00
30/11/2025	630583	201000.00
15/12/2025	630584	198500.00
30/12/2025	630585	201500.00
15/01/2026	630586	202000.00
30/01/2026	630587	203000.00
15/02/2026	630588	202500.00
28/02/2026	630589	203500.00
15/03/2026	630590	204000.00
30/03/2026	630591	204500.00
15/04/2026	630592	126250.00
Total		2791250.00

Copies of the above said cheques are annexed as Annexure-C (Copy).



7. Upon receipt of the entire amount of INR 87,61,348/- (*Rupees Eighty-seven Lakh, Sixty One Thousand, Three Hundred and Forty-Eight only*) in addition to INR 27,51,250/- (*Rupees Twenty-seven Lakh Ninety-one Thousand Two Hundred Fifty only*) (Principal Amount + 2023 Invoice Amount), no claim whatsoever would remain against the Defendant and in favour of the Plaintiff.
8. If the Defendant fails to comply with the agreed payment terms, or defaults any installment, the Plaintiff shall be at liberty to seek appropriate legal remedies to recover the entire balance payment due on the said date of default along with interest.
9. Any delay beyond the stipulated dates shall attract interest at the rate of 18% per annum from the date of default until actual payment, without prejudice to the Plaintiff's other rights and remedies under this Agreement.
10. Subject to full compliance by the Defendant, the Plaintiff confirms that no further claims, demands, or actions shall be pursued against the Defendant, and the payment shall be treated as full and final payment towards any claim which exists in favour of the Plaintiff and against the Defendant. Pursuant to receiving the entire payment as stated above the Plaintiff shall not claim any further money or dues from the Defendant whatsoever, for any claim whatsoever and the payment shall be considered as satisfying all the claim in favour of the Plaintiff and against the Defendant.
11. The First Party shall pray before the Hon'ble court for disposal of the present suit in terms of the present Settlement Agreement and the Second Party shall have no objection to the same.
12. The First Party may request to the Hon'ble Court for refund of the Court Fee, under Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908 in terms of the present Settlement Agreement. The Second party shall cooperate with the First Party in this regard.
13. This Agreement is binding upon the Parties, their representatives, heirs, successors, directors, partners, and assigns
14. The Plaintiff and Defendant confirm that they have entered the Agreement with free will and without any undue influence, coercion or fraud. The Agreement has been entered between the parties after going through each and every terms stipulated under the present Agreement.

xxx xxx xxx"



5. This Court has perused the terms of the Settlement Agreement dated 20th November, 2025, as per which, the parties have arrived at a mutual settlement in respect of the disputes between the parties. This Court records the statement made by learned counsels for the parties that the Settlement Agreement has been entered by the parties independently, without any coercion or undue influence.

6. This Court is satisfied that the settlement has been arrived at between the parties following the due procedure, the terms therein are lawful and accordingly, the Settlement Agreement meets the essentials specified in Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (“CPC”).

7. Accordingly, with the consent of the parties, a consent decree is hereby passed in the terms of the Settlement Agreement dated 20th November, 2025, and following directions are issued in this regard:

I. The parties are hereby held bound by the aforesaid Settlement Agreement dated 20th November, 2025, and they shall abide by the terms and conditions as set out in the Agreement.

II. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the present Settlement Agreement.

8. Let the decree sheet be prepared by the Registry in accordance with the aforesaid consent terms between the parties.

9. At this stage, learned counsel appearing for the plaintiff seeks refund of the Court Fees, in view of the settlement between the parties.

10. Considering the fact that the parties have arrived at a settlement, it is directed that the Court Fees be refunded in favour of the plaintiff.

11. The Registry is directed to issue a Certificate of refund of Full Court Fees to the plaintiff.



12. Accordingly, the present suit stands disposed of in the aforesaid terms. The pending applications also stand disposed of.

MINI PUSHKARNA, J

FEBRUARY 3, 2026
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