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

% ***Date of Decision: 2nd , November 2026***

\# **CNR No. DLHC010625952024**

\+ CS(OS) 755/2024

SHARA ASHRAF @SHARA ASHRAF PRAYAG MISHRA

.....Plaintiff

Through: Mr. Md. Jamal, Advocate (through V.C.)

versus

KRISHAN MOHAN SHARMA & ORS.

.....Defendant

Through: Mr. Pawan Kumar Mittal and Ms. Srishti Panchal, Advocates for D-1 to 3(through V.C.)

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

CS(OS) 755/2024 & I.A. 26237/2026 (under Order XXIII Rule 3 read with Section 151 CPC)

1. The present suit has been filed seeking permanent and mandatory injunction restraining defendants from approaching, contacting or intimidating the plaintiff and from publishing, posting or disseminating any derogatory or harmful material concerning her on any online or offline platform, including social media, as well as directing defendant No.6 to delete the social media handle of defendant No.1. The Plaintiff also seeks damages of Rs.1,00,00,100/- on account of doxing, invasion of privacy, defamation, emotional distress, mental anguish and physical intimidation, along with costs of the proceeding.

2. During the pendency of the present suit, the parties have entered into a

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Memorandum of Settlement (MoS) dated 15.07.2026. The abovesaid application have been filed under Order XXIII Rule 3 read with Section 151 CPC with the prayer to take on record the abovesaid *MoS* and to dispose of the suit thereof, in terms of the abovesaid settlement.

3. Learned counsel for the plaintiff also seeks refund of Court Fee in terms of Section 16 of *Court Fees Act, 1870* since the matter has been amicably settled between the parties. She also makes reference to order dated 27.04.2026 passed in CS(COMM) 802/2023, wherein learned Coordinate Bench of this Court, while permitting 100% refund of the Court Fee to the plaintiff, observed that the legislative measure as envisaged under Section 89 of the CPC, appears to be intended to incentivise and promote settlement and amicable resolution of disputes. It was further observed that the benefits flowing from a laudatory and beneficial piece of legislation ought not to be construed restrictively.

4. The Court has gone through the terms of settlement which are recorded in *Memorandum of Settlement* dated 15.07.2026. The same is taken on record. The relevant terms of the settlement are as under:-

> *"1. That the Parties hereby unequivocally affirm, declare and confirm that with the intervention, persuasion and efforts of common friends, family members, respectable persons of society, and well-wishers, all disputes, misunderstandings, grievances, allegations, counter allegations and differences whatsoever existing between the Parties have been amicably, voluntarily and permanently settled and resolved.*
> *2. That it has been agreed between the parties that the First party shall get the FIR No.l024/2024 dated 13.09.2024 registered at Police Station Indirapuram, Ghaziabad, Uttar Pradesh under Sections 115(2), 351(2) and 352 of the Bharatiya Nyaya Sanhita, 2023 quashed and shall make joint application for quashing of the said FIR or make statement before the court of competent jurisdiction for compounding or quashing of FIR as may be required.*
> *3. That it has been agreed that the Parties shall file an application before the Hon'ble High Court of Delhi for recording compromise and*

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withdrawing the Civil Suit bearing CS(OS) 755/2024 as compromised.
4. That with execution of the present Memorandum, all allegations levelled in the suit and the FIR stands withdrawn and the parties will not level any allegations against each other.
5. That the Parties further agree that the present settlement is final, binding, comprehensive and conclusive in nature and no dispute concerning the subject matter herein shall survive thereafter.
6. That the Parties declare that the present settlement has been arrived at voluntarily and the same constitutes a full, final and complete settlement of all disputes and claims between them arising out of the incidents referred to hereinabove.
7. That after execution of the present Compromise Deed:
• no claim, grievance, allegation, counter-claim or dispute of any nature whatsoever shall survive between the Parties concerning the subject matter herein including the other defendants in Suit No. 755/2024;
• neither Party shall raise any monetary or non-monetary claim against the other arising from the aforesaid incidents;
• and neither Party shall initiate or pursue any fresh civil, criminal or other proceedings against the other Party concerning the present dispute.
8. That the Parties further acknowledge that all claims for damages, compensation, injunctions, allegations and reliefs sought in the pending proceedings stand amicably resolved inter se the Parties.
9. That each Party hereby voluntarily and unconditionally waives, relinquishes, abandons and forever releases the other Party from all claims, allegations, accusations, liabilities, causes of action, demands and rights arising out of or connected with the disputes and incidents referred to in the present Compromise Deed."

5. The parties have joined the proceedings through *video-conferencing* and reiterated the terms of the settlement. They submit that have entered into the abovesaid settlement with the intervention of common friends, respective members of society and relatives. They submit that the abovesaid settlement has been arrived at voluntarily, without any influence or coercion from any corner whatsoever and would have '*no objection*' to the present suit being disposed of in terms thereof. Plaintiff also supplements that the suit be disposed of in terms of settlement and that she does not press the suit.

6. It is further pointed out that an FIR bearing No.1024/2024 was also

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registered in respect of the disputes forming subject matter of the present proceedings. The parties have agreed to take appropriate steps for seeking quashing of the said FIR and the proceedings emanating therefrom, in accordance with law.

7. Consequently, while allowing the instant application, the present suit stands disposed of, in terms of the settlement arrived at between the parties.

8. The suit has been disposed of for the reason that the parties have reached amicable settlement and, therefore, keeping in mind the spirit behind the amended provision and the abovesaid judgment, the plaintiff is held entitled to refund of the entire Court Fees. The registry is directed to do the needful.

9. The next fixed date i.e. 10.02.2027 stands cancelled.

(MANOJ JAIN)
JUDGE

NOVEMBER 2, 2026/ss/sa

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