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

+ CS(COMM) 817/2024 & I.A. 3960/2026

GENESIS DREAM MERCHANTS PVT LTD.Plaintiff

Through: Mr. Tishampati Sen, Mr. Shubhanshu Gupta and Ms. Sejal Jain, Advocates
Mob: 8209103852
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versus

USHA BANSAL & ORS.Defendants

Through: Mr. Sahasradeep Sharma, Mr. Raghav Sharma and Ms. Pragya, Advocates for D-1 & 2.
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Email: work.advraghav@gmail.com
Mr. Rajesh Mahindru, Adv. for D-3 & 4.
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Mr. Arvind Kumar Shukla and Mr. Sanskar Krishnan, Advs. for D-7 to 10
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Mr. Manish Kumar Singh, Advocate for D-11
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CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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19.02.2026

I.A. 3960/2026 (Application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908)

1. The present application has been filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC") on behalf of defendant nos. 1 and 2, seeking to place on record the Settlement Agreement dated 06th February, 2026, entered into between the parties, and to decree the present suit in terms of the said Settlement Agreement.
2. It is submitted that during the pendency of the present matter, the parties have, with the intervention of well-wishers and on their own free will, amicably resolved and settled all disputes and differences forming the subject matter of the present suit.
3. It is submitted that pursuant to the said amicable settlement, the parties have executed a Settlement Agreement dated 06th February, 2026, which records the complete understanding and terms mutually agreed between the parties.
4. Learned counsels appearing for both the parties confirm that the settlement has been arrived at voluntarily, without any force, coercion, undue influence or misrepresentation, and that the parties are fully satisfied with the same.
5. Thus, by way of the present application, it has been prayed that the Settlement Agreement dated 06th February, 2026, executed between the parties, may be taken on record.



6. Learned counsel appearing for the plaintiff submits that by way of the Settlement Agreement dated 06th February, 2026, the defendants have given an undertaking with respect to the payment to be made to the plaintiff. The said undertaking on behalf of the defendant nos. 1 and 2 as recorded in the Settlement Agreement dated 06th February, 2026, reads as under:

“xxx xxx xxx

1. PAYMENT TERMS:

The Sellers unequivocally acknowledge, admit and undertake to pay an amount of Rs. 2,75,00,000/- (INR Two Crores Seventy-Five Lakhs Only) on or before 28.02.2026 to GDMPL through RTGS.

xxx xxx xxx”

7. Learned counsel appearing for the defendant nos. 1 and 2 reiterates the said undertaking as already recorded in the Settlement Agreement and submits that the said defendants undertake to make timely payment of the amount as agreed by way of the settlement.

8. Learned counsel appearing for the plaintiff is satisfied with the aforesaid undertaking.

9. This Court has perused the terms of the Settlement Agreement dated 06th February, 2026, as per which, the parties have arrived at a mutual settlement in respect of the disputes between the parties and it is clearly recorded that the Settlement Agreement has been entered by the parties independently, without any coercion, fraud or undue influence.

10. This Court is satisfied that the settlement has been arrived at between the parties after following the due procedure, the terms therein are lawful and accordingly, the Settlement Agreement meets the essentials specified in Order XXIII Rule 3 of CPC.

11. Accordingly, with the consent of the parties, a consent decree is



hereby passed in the terms of the Settlement Agreement dated 06th February, 2026, and following directions are issued in this regard:

- i. The parties are hereby held bound by the aforesaid Settlement Agreement dated 06th February, 2026, 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.
12. Accordingly, in view of the aforesaid, the present suit stands decreed in terms of the Settlement Agreement dated 06th February, 2026.
13. Let the decree sheet be prepared by the Registry in accordance with the aforesaid consent terms between the parties.
14. At this stage, learned counsel appearing for the plaintiff prays for refund of the Court Fee, in view of the settlement between the parties.
15. Considering the fact that the parties have arrived at settlement, the Registry of this Court is directed to issue a Certificate of Refund of 100% Court Fees to the plaintiff.
16. With the aforesaid directions, the present suit, along with the pending applications, stands disposed of.
17. The next date of 10th March, 2026, stands cancelled.

MINI PUSHKARNA, J

FEBRUARY 19, 2026/SK