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

+ **CS(COMM) 145/2016**

ASHOK THAPAR

.....Plaintiff

Through: Mr. Dhiraj Sachdeva, Mr. Ben Daniel Mathew, Advs. along with Mr. Ashok Thapar, (Plaintiff in person through V.C) and Mr. Gautam Thapar (son of the plaintiff in person through V.C.)

versus

NARINDER KAUR SOBTI & ORS.

.....Defendants

Through: Mr. Praveen Kumar, Mr. Suhan Raj and Mr. Nikunj Tripathi, Advs. for D-5 and D-6.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

21.05.2026

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I.A. 14284/2026

1. This application has been filed on behalf of the plaintiffs under Order XXIII Rule 1 of the Code of Civil Procedure, 1908 seeking disposal of the suit in terms of the settlement agreement.
2. Vide order dated 19.09.2001 defendant nos. 1 to 4 are proceeded ex-parte.
3. Learned counsel for defendant nos. 5 and 6 has no objection if the application is allowed.
4. The parties have settled the dispute vide settlement agreement dated



19.05.2026. The terms of the settlement agreement reads as follows:

“1. That the parties have agreed to settle theirs inter se disputes and all claims under the CS Comm No. 145 of 2016 and arising out of MOU dated 06.06.1988 in consideration of an amount of Rs. 20, 00, 000/- (Rupees Twenty Lakhs Only) towards full and final settlement.

2. That the Second Party has handed over two cheques to the First Party issued by the Signatory on behalf of the second party and the details of the same are 85 under:-,

S.no	Cheque no:	Drawn on:	Dated	Amount
1.	000519	HDFC BANK	19/05/2026	Rs.10,00,000
2.	000520	HDFC BANK	25/05/2026	Rs. 10,00,000
			Total:	Rs.20,00,000/-

3. That the First Party will present the cheque bearing no: 000520 dated 25/05/2026 drawn on HDFC BANK for the sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) for encashment only upon the recording of the present settlement and withdrawal of suit no. CS Comm No. 145 02016 from the Hon'ble Delhi High Court. In the event the suit is not withdrawn then the amount of Rs. 10,00,000/- (Rupees Ten Lacs Only), if encashed, will be returned by the First Party to the Second Party. The second party undertakes that both the cheques will be encashed upon presentation as per the terms mentioned above.

4. The after the receipt of the settlement amount, the First party or any person claiming under him, shall be left with no claim, right, interest in the subject property bearing No. 80, Jeevan Nagar, New Delhi (No.2, Bala Sahib Gurdwara Road)



comprised in Khasra No. 1243/741/2 and 1297/1244/1, abadi known as Village- Kilokri, Tehsil-Mehrauli, New Delhi, admeasuring 3 bighas and 18 biswas equivalent to 3924 sq. yards hereinafter called the “*subject property*”. This settlement shall discharge all claims arising out of MOU dated 06.06.1988 and being subject matter of CS Comm No. 145 of 2016.

5. The First Party further undertakes that upon signing of the present settlement deed and upon receipt of Cheques for Rs. 20,00,000/- (Rupees Twenty Lakhs), it shall move an application under Order 23 Rule 1 CPC for withdrawal of CS (Comm) No. 145 of 2016 titled as Ashok Thapar Vs. Narinder Kaur Sobti pending before the Hon’ble High Court of Delhi and withdraw the suit bearing CS Comm No. 145 of 2016 alongwith all pending applications.

6. The parties agree that this settlement constitutes full and final settlement of all disputes and claims between them arising out of the subject matter of the said suit and aforesaid agreement to sell, and that after execution and implementation of this deed neither party shall initiate, file, institute, pursue, revive, continue, maintain, or support any civil, criminal, commercial, or any other proceedings of any nature whatsoever against the other party or its subsequent purchasers in relation to the subject matter of the present settlement agreement.

7. It is specifically agreed that this deed shall be binding not only upon the executants hereto but also upon their respective heirs, legal representatives, successors, successors-in-interest, administrators, executors, attorneys, agents, nominees, and assigns, and none of them shall be entitled to reopen or dispute the terms of this settlement once the settlement amount is duly paid in terms hereof and duly received by the First party and the settlement agreement is acted upon by both the parties.

8. That the parties have settled their inter se disputes and



claims out of their own free will and volition and without any coercion from any corner.

9. Two original sets of the present agreement are being signed and both the parties will keep one original set.”

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

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6. The suit is decreed in terms of the settlement agreement dated 19.05.2026.

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

8. The court fee paid by the plaintiff be returned.

9. The suit is dismissed as withdrawn.

10. Next date of hearing stands cancelled.

AVNEESH JHINGAN, J

MAY 21, 2026/Pa