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

+ **CS(OS) 852/2025 & I.A. 29762/2025**

HARVINDER SINGH SETHI

.....Plaintiff

Through: Mr. A. Maitri and Ms. Radhika
Chandrasekhar, Advs.

M: 9810504823

Email:

radhikachandrasekhar@gmail.com

versus

M/S SSPB CONSTRUCTIONS PVT LTD & ANR.Defendants

Through: Ms. Shreya Bhardwaj, Mr. Rahul and
Ms. Kashish, Advs. (Through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

02.04.2026

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1. Settlement Agreement dated 25th March, 2026 has been received from the Delhi High Court Mediation and Conciliation Center, as per which, the parties have settled their disputes.
2. The settlement conditions as given in the said Settlement Agreement, are reproduced as under:

“xxx xxx xxx

1. It has been agreed by the First Party that he unconditionally withdraws his prayers (i) and (ii) of the prayer clause of the present suit qua the clause 6(xxi) of the Sale Deed dated 09.04.2025 absolutely and shall never press the same in future against the Second Party and Third Party and/or anyone acting on their behalf.



2. It has been agreed by the Second Party and Third Party shall cooperate the First Party in selling his 50% undivided share of the said Suit Property to any prospective buyer in the open market or in the alternative the Second Party has agreed that the Second Party itself shall purchase from the First Party his 50% undivided share in the suit property, on or before 31.12.2026 with mutually acceptable terms and conditions.
3. It has been further agreed between the Parties that in case, the Second Party fails to get sold the 50% undivided share of the First Party in the said Suit Property or purchase itself on or before 31.12.2026, as stated hereinabove, then in that event the clause (x) of the Sale Deed dated 09.04.2025 shall be deemed to be not enforceable and shall become non-est as claimed in the prayer clause (i) and (ii) of the present suit.

xxx xxx xxx”

3. Learned counsel appearing for the parties submit that the parties have entered into the settlement out of their own volition, free will and without any pressure, fear or coercion.
4. This Court has perused the Settlement Agreement dated 25th March, 2026 and finds no impediment in accepting the same.
5. Accordingly, the parties are held bound by the terms of the Settlement Agreement entered between the parties.
6. Considering the submissions made before this Court, the Registry of this Court is directed to issue a Certificate of refund of full Court Fees to the plaintiff.
7. Accordingly, the present suit is disposed of in terms of the aforesaid Settlement Agreement.
8. The pending application also stands disposed of.

MINI PUSHKARNA, J

APRIL 2, 2026/KR