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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA(COMM) 688/2025 & CM APPL. 77514/2025**
HOUSE OF DIAGNOSTICS HEALTHCARE PVT. LTD.

.....Appellant
Through: Mr. Harsh Jain, Adv. along with Mr.
Sanjay Tyagi, AR
versus

PARITOSH JAIN

.....Respondent
Through: Mr. Yogesh Swaroop, Ms. Babita, Ms.
Shivangi Singh, Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE MADHU JAIN

ORDER

% **04.05.2026**

1. This hearing has been done through hybrid mode.
2. The present appeal has been filed by the Appellant under Section 96 of the Code of Civil Procedure, 1908 read with Section 13 of the Commercial Courts Act, 2015, *inter alia*, challenging the impugned final judgment and decree dated 5th June, 2025, passed by the Id. District Judge, Commercial Court-01, Shahdara, Karkardooma Courts, Delhi in **CS (Comm) No. 424/2024** titled '**Paritosh Jain v. M/s House of Diagnostics Healthcare Pvt. Ltd.**'.
3. *Vide* the impugned judgment and decree, the commercial suit for recovery has been decreed in the following terms:-

"35. In these circumstances, I am of the considered opinion that the plaintiff is also entitled to claim interest @9% per annum on the due amount of Rs.4,75,000/- w.e.f. 27.08.2023, till the date of its realization.



This issue is accordingly decided in favour of the plaintiff and against the defendant.”

4. In this appeal, the only dispute that has arisen between the parties is as to whether the agreed commission to be paid would be equivalent to 15 days of rent or one month of rent.

5. *Vide* order dated 8th December, 2025, the impugned judgment was stayed, subject to the deposit of the principal amount of Rs.4,75,000/- by the Appellant.

6. Further, on the said date, the Court had also directed the parties to explore mediation.

7. Today, the Court has been informed that Rs.4,75,000/- has now been deposited by the Appellant. The matter had been referred to Mediation, however, the mediation has failed.

8. The Court has heard the submissions of the Id. Counsels for the parties.

9. The only question is as to whether the payment that was to be made to the Respondent, who was engaged as a broker, was whether the amount would be equivalent to 15 days of rent or one month of rent.

10. The suit has been decreed for a sum of Rs.4,75,000/- with the interest at the rate of 9% per annum, with effect from 27th August, 2023 till the date of realisation.

11. After hearing the Id. Counsels for the parties, it becomes clear the Respondent's offer to settle the entire dispute for a sum of Rs.4,50,000/-, inclusive of interest is a reasonable offer.

12. In fact, the impugned judgment did not warrant any interference, however, since the Respondent and the Appellant are now open to resolving



this dispute, it is directed by this Court that in place of the impugned decree which has been passed, the suit shall stand decreed as settled for a sum of Rs.4,50,000/- with interest.

13. The amount of Rs.4,50,000/- shall be released to the Respondent by the Registry. The remaining amount which is lying deposited along with the interest, which has accrued (minus TDS on the interest), shall be released to the Appellant within 15 days.

14. In view of the fact that the dispute is amicably resolved, the complete Court fee deposited in this appeal, is also directed to be refunded to the Appellant.

15. The appeal is disposed of in these terms. Pending applications, if any, also stand disposed of.

PRATHIBA M. SINGH, J.

MADHU JAIN, J.

MAY 4, 2026/ys/sm