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

+ **CS(OS) 949/2025**

**ARJUN MUKHERJEE**

.....Plaintiff

Through: Ms. Chandrani Prasad, Mr. Anuj Jain  
and Ms. Ananya Deswal, Advocates with plaintiff  
in person.

versus

**APARNA MALAVIYA**

.....Defendant

Through: Ms. Sweta Mohanty and Mr. Tanishq  
Sharma, Advocates with defendant in person.

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

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**13.01.2026**

1. Ms. Sweta Mohanty, learned counsel has entered appearance on behalf of the defendant namely, Aparna Malaviya. Defendant Aparna Malaviya has also joined through VC.
2. Learned counsel appearing on behalf of the parties jointly submit that after the summons were served upon the defendant, parties have arrived at a fresh settlement, terms whereof have been recorded in the form of 'additional/modified consent terms'.
3. It is stated that the terms of earlier settlement dated 02.05.2025 which was arrived at between the parties, were reduced in writing in the form of 'consent terms' dated 02.05.2025, a copy of which has been annexed with the plaint as Ex.C.
4. Ms. Chandrani Prasad, learned counsel appearing on behalf of the



plaintiff submits that in terms of earlier 'consent terms', the plaintiff had agreed to pay full and final settlement amount of Rs.1,37,00,000/- to the defendant towards all her claims on account of maintenance, permanent alimony etc. However, the said terms were revised and the plaintiff agreed to pay further amount of Rs.8,00,000/-, which fact has been recorded in the 'additional/modified consent terms' dated 06.01.2026. The said additional modified consent terms have been placed on record as Ex.C-1.

5. The consent terms dated 02.05.2025 as well additional modified consent terms dated 06.01.2026 have been signed by both, the plaintiff as well as the defendant.

6. The plaintiff, who is present in Court, as well as, the defendant, who has joined through VC, affirm the factum of settlement, terms whereof have been recorded in the form of 'consent terms' dated 02.05.2025 and 'additional/modified consent terms' dated 06.01.2026.

7. In view of the above, it is urged that the present suit may be disposed of in terms of the settlements.

8. Having perused the 'consent terms' dated 02.05.2025 as well as the 'additional/modified consent terms' dated 06.01.2026, this Court finds that the same have been signed by the plaintiff as well as by the defendant.

9. In view of the settlement, this Court does not find any legal impediment in disposing of the suit in terms thereof. Accordingly, the suit is decreed in terms of the 'consent terms' dated 02.05.2025 and 'additional/modified consent terms' dated 06.01.2026, which shall form part of the decree. The parties shall remain bound by the said terms.

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10. At this stage, learned counsel appearing on behalf of the plaintiff



submits that since the suit has been decreed in terms of the settlement, the court fee affixed by the plaintiff on the plaint may be refunded.

11. The suit is at the initial stage of service and the settlement has been arrived at between the parties out of the Court. Therefore, this Court is of the view that the plaintiff is entitled to half of the court fee affixed on the plaint in terms of Section 16A of the Court Fees Act, 1870.

12. Insofar as the refund of remaining half amount of court fee is concerned, it is pointed out by the learned counsel for the plaintiff that the issue is pending before the Division Bench of this court by way of reference in matter titled as ***V. Guard Industries Ltd. vs. Ms. Mahavir Home Appliances and Anr. & Anr.*** in CS (COMM) 98/2023. The plaintiff is therefore granted liberty to file an application seeking refund of balance court fee in the event the Division Bench decides that plaintiff is entitled for refund of entire court fee even in the case where the parties arrived at a settlement out of the Court.

13. Accordingly, the Registry is directed to issue certificate to the plaintiff for refund of half of the court fee affixed on the plaint.

14. Application stands disposed of.

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15. Dismissed as infructuous.

**VIKAS MAHAJAN, J**

**JANUARY 13, 2026/jg**