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

+ **CS(OS) 277/2017**

SH. MUKESH KUMAR

.....Plaintiff

Through: **Mr. Namit Saxena & Mr. Awnish
Maithani, Advocates**

versus

M/S GLIDERS INFRASTRUCTURE PVT. LTD.Defendant

Through: **Mr. Pankaj Vivek, Mr. Tarun Kumar
and Mr. Suryansh Jamwal, Advocates**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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06.01.2026

I.A. 164/2026

1. The present application under Order XXIII Rule 1 read with Section 151 of the CPC has been filed by the Plaintiff seeking withdrawal of the present suit in terms of the settlement which has been entered into between the parties.

2. The present suit has been filed with the following prayers:

“(a) Pass a decree of declaration in favour of the plaintiff and against the defendant declaring that sale deed executed on 20-05-2013 registered no. 6328 volume no. 3183 on pages 175 to 181 dated 03-01-2014 is illegal, null and void and the same be directed to be delivered up and cancelled.

(b) Grant a decree of Permanent Injunction in favour of the plaintiff and against the defendant restraining the defendant its servants, agents and representative from creating any third party interest, selling or



encumbering property i.e agricultural land in khata khatoni no. 178/108 bearing khasra no. 9/76/1(1-6), 5(4-12), 10/1(4-16), 2/3(2-14), 9(4-12), 10(4- 12), 11/1(1-3) total admeasuring 23 bigha and 15 biswas I situated in the revenue estate of village Mungesh Pur, Delhi- 39, and from dispossessing the plaintiff therefore ;

(c) Allow costs in favour of the plaintiff and against the defendant.

(d) Pass any other or further relief/s which this Hon'ble Court may deem fit and proper in favour of the plaintiff in the facts and circumstances of the present case.”

3. The Settlement Agreement entered into between the parties is being reproduced and reads as under:

SETTLEMENT AGREEMENT

This deed of settlement is entered into on this 10th day of December, 2025 by and between

M/S GLIDERS INFRASTRUCTURE PVT. LTD. (CIN NO. U70200DL2013PTC250082) having its REGD. OFFICE AT: HOUSE KH. NO. 38//29



(13/5 MILESTONE), KAPASHERA VILLAGE, NEAR INDIAN OIL PETROL PUMP, KAPASHERA BORDER, NEW DELHI 110037 THROUGH ITS AUTH. SIGNATORY SH. AJAY GUPTA, hereinafter referred to as the First Party/party of the first part;

AND

SH. MUKESH KUMAR @ MUKESH RANA (Voter ID Card No. NEJ2007813, PAN Card No. AHXPK9739Q showing name as Mukesh Kumar whereas AADHAR CARD NO. 634990998583 showing name as Mukesh Rana), S/O SH. KELA SINGH R/O VILLAGE MUNGESHPUR, TEHSIL NARELA, DELHI 110039 hereinafter referred to as the Second Party/party of the second part'

The expressions First party and Second Party as well as their cognate expressions shall mean, include and bind the respective parties, their heirs, successors, assigns, agents, attorneys, employees, etc.

WHEREAS on 15th of May, 2013, the Second party offered to sell the land bearing Khata Khatoni no. 178/108 bearing Khasra No. 9/6/1 (1-6), 5(4-12), 10/(4-16), 2/3(2-14), 9(4-12), 10(4-12), 11/1(1-3) total admeasuring 23 Bigha and 15 Biswas situated in the revenue estate of Village Mungeshpur, Delhi-110039; and First party offered to purchase the same, to which the Second party consented. Accordingly, on 20.05.2013 the sale deed was signed and executed whereby the Second party sold and transferred the suit property in favour of First party company. Thereafter, the requisite NOC was obtained and furnished by the Second party on 31.12.2013 after receipt of sale consideration and after encashment of post-dated cheques and the sale deed came to be registered on 03.01.2014 vide Registration No. 6328, in Book No. 1, Vol. No. 3183 on pages 175-181. After the sale deed was registered by the Sub-Registrar on 03.01.2014, on 03.02.2014, the mutation was recorded in favour of the First party. The Khasra Girdan was also recorded in favour of First party company regularly since 2014 and till date. The electric connection bearing CA No. 60018322051 of Tata Power Delhi



Distribution Limited was lying installed in the suit property was also transferred in name of First party company.

AND WHEREAS the Second party had filed CS(OS) NO. 277/2017 titled as "Mukesh Kumar Vs M/S GLIDERS INFRASTRUCTURE PVT. LTD." for cancellation of sale deed and/or recovery of unpaid sale consideration, alleging that he did not receive the entire sale consideration and that he was in possession of the land. Later on, the Second party filed an application to implead the directors/share-holders of First Party, the authorized signatory who had signed the sale deed on behalf of First party, another company named M/s Curiosity Infotech Ltd., its directors, and the Sub-Registrar (Alipur) as parties/defendants to CS (OS) No. 277/2017, which application is still pending.

AND WHEREAS the First Party filed CS (OS) No. 398/2025 titled as "M/S GLIDERS INFRASTRUCTURE PVT. LTD. Vs. Mukesh Kumar" for possession of land bearing Khata Khatoni no. 178/108 bearing Khasra No. 9/6/1 (1-6), 5(4-12), 10/(4-16), 2/3(2-14), 9(4-12), 10(4-12), 11/1(1-3) total admeasuring 23 Bigha and 15 Biswas situated in the revenue estate of Village Mungeshpur, Delhi-110039 and for recovery of damages, on the ground that the defendant (Second Party) had trespassed into the land during the period of year 2021 when the Covid-19 restrictions were in place.

AND WHEREAS the parties had meetings in presence of mutual friends and it has been agreed that in consideration of a sum of Rs. 1,55,00,000/- (Rupees One Crore Fifty Five Lacs only) the Second Party shall handover the peaceful vacant possession the land bearing land bearing Khata Khatoni no. 178/108 bearing Khasra No. 9/6/1 (1-6), 5(4-12), 10/(4-16), 2/3(2-14), 9(4-12), 10(4-12), 11/1(1-3) total admeasuring 23 Bigha and 15 Biswas situated in the revenue estate of Village Mungeshpur, Delhi-110039, and thereafter he shall withdraw the CS (OS) No. 277/2017 unconditionally, while the CS (OS) No. 398/2025 shall stand decreed to the extent of possession.

NOW THIS AGREEMENT WITNESSETH:



1. That the First Party has got prepared a Demand Draft for a sum of Rs. 1,55,00,000/- (Rupees One Crore Fifty-Five Lacs only) drawn on HDFC Bank bearing No. 063424 dated 10.12.2025 in name of Second party. The DD has been prepared in favour of Sh. Mukesh Rana on the representation of the Second Party that he holds bank account no. 110220712184 in Canara Bank, in that name. The Second party agrees that this Demand for a sum of Rs. 1,55,00,000/- (Rupees One Crore Fifty-Five Lacs only) is towards full and final settlement of all claims of the Second Party raised in the CS (OS) No. 277/2017, or otherwise; and it shall be handed over in the court at the time of recording of this settlement/compromise.
2. That the said amount of Rs. 1,55,00,000/- (Rupees One Crore Fifty-Five Lacs only) is admitted/accepted by the Second Party in full satisfaction of any/all its claims with respect to. the sale/purchase of the said land. The Second Party agrees that the sum(s) being paid under this agreement are being paid as compensation for settlement of the disputes.
3. That in consideration of covenant of payment of the sum of for a sum of Rs. 1,55,00,000/- (Rupees One Crore Fifty Five Lacs only) by demand draft drawn on HDFC Bank bearing No. 063424 dated 10.12.2025, the Second Party has removed all its belongings and effects from the land bearing Khata Khatoni no. 178/108 bearing Khasra No. 9/6/1 (1-6), 5(4-12), 10/(4-16), 2/3(2-14), 9(4-12), 10(4-12), 11/1(1-3) total admeasuring 23 Bigha and 15 Biswas situated in the revenue estate of Village Mungeshpur, Delhi-110039, and agreed:
 - a) That he shall hand over the peaceful, vacant possession of the said land along with any/all remaining structures, improvements, fittings, fixtures, crops, trees, plants, water and electric connections etc. on as is-where is basis to the First party immediately after receipt of the said DD in court.
 - b) The Second Party also covenants that he shall record his statement for decreeing of the suit for possession in favour of First Party without any reservations or conditions.
 - c) That the Second Party shall unconditionally withdraw its suit bearing CS (OS) No. 277/2017 and hereby undertakes that it has no further claim of any



kind against the First party or the other persons sought to be impleaded therein {i.e. directors/share-holders of First Party, the authorized signatory who had signed the sale deed on behalf of First party, another company named M/s Curiocity Infotech Ltd., its directors, and the Sub-Registrar (Alipur)}. The Second Party shall not file any other case, civil or criminal, against the First party or the other persons stated above after performance of this Settlement Agreement.

- d) That the Second party shall withdraw all civil and criminal cases, whether enumerated herein or not; and particularly withdraw the Criminal Complaint Case No. 2212/2018 titled as "Mukesh Kumar Vs. Gliders Infotech Pvt. Ltd. & Ors.". The Second Party shall also withdraw the Criminal Revision titled as "Mukesh Kumar Vs. Gliders Infotech Pvt. Ltd. & Ors.", pending before the Ld. ASJ, Rohini Courts, Delhi. The Second Party agrees that if required, it shall co-operate in quashing of all or any criminal cases which may have been instituted or registered on its complaint(s).
- e) That the Second Party has agreed that he shall appear in the court and record his statement to the effect that the decree of possession may be passed in favour of the First Party in CS (OS) No. 398/2025 titled as "M/S GLIDERS INFRASTRUCTURE PVT. LTD. Vs. Mukesh Kumar". For that purpose, the parties have already signed the joint application which will be filed in due course. The First Party has given up the relief of recovery of damages against the Second Party and undertakes that no such claims shall ever be raised in future.
4. That the parties undertake to remain bound by the present settlement and shall not file or pursue any litigation(s) against each other in respect of any/all disputes existing on date.
5. That this Settlement Agreement is being signed in quadruplicate and one original signed copy shall be filed in each of the abovesaid two civil suits and one each shall be retained by both the parties.
6. That the parties confirm and undertake that upon fulfilment of the terms of this settlement agreement, they shall be left with no claim against each other.
7. That this settlement is a bonafide settlement of all the suits/cases between the parties.
8. That the second party shall remove the old construction before the date of hearing of the compromise application, as he has been duly compensated for such loss/damage.

In witness whereof the parties have signed and executed this agreement in this the 10th day of December, 2025 out of their own free will and without any force, coercion or duress of any kind.



4. The Plaintiff is present in the Court today. He states that the Settlement Agreement has been entered into with his consent and he is aware of the contents of the Settlement Agreement and therefore, seeks permission to withdraw the instant suit.

5. Paragraph 2 of the Settlement Agreement indicates that a sum of Rs. 1,55,00,000/- is to be paid by the Defendant to the Plaintiff. The amount has been given to the Plaintiff in Court today by way of a demand draft drawn from HDFC Bank bearing Draft No. 063424 dated 10.12.2025 of Rs. 1,55,00,000/- in favour of Mukesh Kumar.

6. In view of the above, the instant suit is disposed of in terms of the Settlement Agreement.

SUBRAMONIUM PRASAD, J

JANUARY 06, 2026

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