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

+ **O.M.P. (COMM) 459/2018, I.A. 15336/2018**

JUJHAR SINGH & ORS.

.....Petitioners

Through: Mr. Aarush Bhatia, Adv.

versus

SUNDER KUKREJA

.....Respondent

Through: Mr. P R Chatterji, Adv. (through VC).
Respondent in person.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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21.05.2026

I.A. 14285/2026

1. This application is filed under Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure, 1908 for recording settlement between the parties with the following prayer:

“a) Record the settlement between the parties as elaborated in Paragraph 4 of the present application; and

b) Dispose of the present petition in terms of the settlement recorded between the parties;”

2. The application is allowed.

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3. The parties have settled the dispute vide settlement terms that are reproduced below (as per para 4 of the application):

“a) It is expressly recorded and agreed between the parties that the Petitioners (being the legal representatives of Late



Dr. Ravi Singh) have entered into the settlement and have undertaken the obligations contained therein, solely in their capacity as legal representatives/Class-I legal heirs of Late Dr. Ravi Singh and not in their individual or personal capacities. The liability of the Petitioners under and in connection with the settlement, the Impugned Award, the Memorandum of Understanding dated 14.08.2006, and the arbitration proceedings registered as DAC/426/06-13 is limited to the extent of the share of each of the Petitioners in the estate of Late Dr. Ravi Singh actually received by, or coming into the hands of, such Petitioner and does not extend to the separate or personal assets of the Petitioners. The Respondent has, with full knowledge and understanding, accepted the said limitation of liability, and has no claim, demand, right or recourse against the Petitioners beyond the extent of their respective shares in the estate of Late Dr. Ravi Singh.

b) The Petitioner No.1 shall pay the Respondent a total sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only) as full and final settlement of all liabilities/obligations arising out of and in connection with the Impugned Award, the Memorandum of Understanding dated 14.08.2006 and the arbitration proceedings registered as DAC/426/06- 13.

c) The aforesaid amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only) shall be paid by the Petitioner No.1 to the Respondent by way of demand draft bearing no. 001684 on 21.05.2026 upon recording of the present settlement by this Hon'ble Court. A copy of the demand draft bearing no.001684 is annexed herewith and marked as **Document A-1**.

d) The Respondent undertakes and acknowledges that immediately on receipt by the Respondent of the payment(s) due to him under this settlement in accordance with the terms thereof, no liability, obligation, claim, demand, right, lien, action, cause of action or proceeding of any nature whatsoever (whether arising under or in connection with the



Memorandum of Understanding dated 14.08.2006, the arbitration proceedings registered as DAC/426/06-13, the Impugned Award dated 14.05.2018 or otherwise howsoever arising between the Parties) shall survive, subsist or remain enforceable as between the parties. The Respondent shall, upon receipt of the abovementioned demand draft, stand fully and finally satisfied, and shall have no further claim of any kind against the Petitioners, their heirs, legal representatives, successors-in-interest, assigns, or the estate of Late Dr. Ravi Singh.

e) The above terms have been mutually agreed upon between the parties without any element of force, threat, coercion or misrepresentation by any party and all parties agree not to resile from the same under any circumstances whatsoever.”

4. The parties are present in Court as identified by the respective learned counsels.
5. The demand draft has been handed over in the court to the respondent.
6. The petition is disposed of in view of the settlement terms.

AVNEESH JHINGAN, J

MAY 21, 2026

‘JK’