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

+ **CS(COMM) 549/2021**

VINAY KUMAR DATTPlaintiff

Through: Mr. Sandeep Bajaj, Mr. Soayib
Qurshi, Mr. Aman Qayoom Wani, Mr. Mayank
Biyani and Ms. Ishita Singh, Advocates.

versus

SHRI SUDHIR SACHDEVA & ORS.Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **29.04.2026**

**I.A. 12048/2026 (under Order XXIII Rule 3 read with Section 151 CPC
by the plaintiff)**

1. The suit was filed by the plaintiff praying for decree of possession by way of ejectment and for arrears of rent and *mesne* profits.
2. It is stated in the application that during the pendency of the suit, parties were referred to mediation where they arrived at a settlement, terms whereof have been reduced in writing in the form of settlement agreement dated 23.03.2026, a copy of which has been annexed as document no.2 filed along with the present application vide Diary No. 185515/2026.
3. A perusal of the settlement shows that the same has been signed by the plaintiff as well as by defendant no.1 on his own behalf and on behalf of defendant nos. 2 and 3.
4. The present application is also signed by the plaintiff and is supported



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by the affidavit of plaintiff.

5. Mr. Surdhir Sachdeva, defendant no.1 has joined through VC and he affirms the factum of settlement. He further states that settlement has been given effect to inasmuch as out of the total settlement amount of Rs.1,36,00,000/-, an amount of Rs.1,26,00,000/- already stand paid, the receipt of which is acknowledged by Mr. Sandeep Bajaj, learned counsel for the plaintiff.

6. Insofar as balance amount of Rs.10,00,000/- is concerned, he submits that the same is lying deposited in this Court, which may be released to the plaintiff.

7. He further submits that a fresh lease deed has also been executed by the plaintiff in favour of the defendants in terms of the settlement.

8. I have perused the terms of settlement, which appears to be lawful. Therefore, this Court does not find any impediment in allowing the present application.

9. Accordingly, application is allowed and the suit is decreed in terms of the settlement agreement dated 10.03.2025, which shall form part of the decree. The parties shall remain bound by the terms of settlement. Let decree be drawn accordingly.

10. The Registry is directed to release an amount of Rs.10,00,000/- to the plaintiff along with interest accrued thereon. The said amount was deposited by the defendant in deference to the order dated 07.03.2022.

11. At this stage, Mr. Bajaj prays for refund of court fee as the suit has been settled before the mediation.

12. Having regard to the fact that the parties have arrived at a settlement, and the suit has been disposed of in terms thereof, this Court is of the view



that the plaintiff is entitled to refund of full court fees affixed on the plaint in terms of the Gazette Notification dated 06.03.2026 published by the GNCTD vide Notification No. F.14 (105)/LA-2026/ jtsecylaw /359-368 titled ***“The Court Fees (Delhi Amendment) Act, 2026”***

13. Accordingly, the Registry of this Court is directed to issue a certificate to the plaintiff for refund of full court fees.

14. Pending application (s), if any, also stands disposed of.

15. Date already fixed, i.e., 03.08.2026 stands cancelled.

VIKAS MAHAJAN, J

APRIL 29, 2026/jg