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

+ **CS(OS) 689/2009 and IA Nos.20892/2025, 21987/2025**

M/S BUILD MORE INDIA LTD.Plaintiff

Through: Mr. Suraj Prakash, Adv.

versus

M/S PRITHVI TRADERS LTD & ANRDefendants

**Through: Mr. Samyak Jain & Mr. Debayan
Gangopadhyay, Advs. for D1.**

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% 29.07.2026

CS(OS) 689/2009

**IA No.19903/2026 (JOINT APPLICATION U/O XXIII RULE 3 ON
B/O PLAINTIFF AND DEFENDANT SEEKING DECREE OF THE
SUIT IN TERMS OF SETTLEMENT ARRIVED BETWEEN)**

1. This is an application filed under Order XXIII Rule 3 of the CPC seeking that the present suit be disposed of in terms of the settlement/understanding arrived at between the parties.

2. The understanding between the parties has been set out in the application in the following terms:

5. That with a view to avoid expenses and time commitments associated with continuing the proceeding and in order to amicably settle on good and bona-fide terms and without admission of any liability or wrongdoing whatsoever by either of the Parties, the Parties engaged in mutual discussions to explore an overall settlement of the disputes. In full and final settlement of the disputes arising out of the Agreement to Sell dated 17.12.2005 and without prejudice to their respective pleadings, the



parties have mutually agreed to modify the original sale consideration and hereby agree as follows:

- a. That the Plaintiff and Defendant had entered into a written Agreement to Sell dated 17.12.2005 in respect of the Suit Property, whereby the Plaintiff had agreed to purchase and the Defendant had agreed to sell the Suit Property to the Plaintiff for a total sale consideration of Rs. 4,36,00,000/- (Rupees Four Crores Thirty-Six Lakhs Only).
- b. That under the said Agreement to Sell, the Plaintiff had admittedly paid part sale consideration of Rs. 2,26,00,000/- (Rupees Two Crore Twenty-Six Lakhs Only) to the Defendant before the filing of the Suit.
- c. That the Parties understand and agree that considerable time has lapsed since the execution of the Agreement to Sell between them and therefore the Plaintiff has agreed to purchase the Suit Property from the Defendant at the enhanced sale consideration of Rs. 7,26,00,000/- (Rupees Seven Crore Twenty-Six Lakhs Only) now and the Defendant has agreed to sell the Suit Property to the Plaintiff or its nominee at the enhanced sale consideration of Rs. 7,26,00,000/- (Rupees Seven Crore Twenty-Six Lakhs Only). The Plaintiff shall intimate the name of its nominee in writing before execution of the sale deed.
- d. That during the course of the talks of the settlement, since there was huge accumulation of property tax over the Suit Property and an amnesty scheme was launched by NDMC, the Plaintiff through its



sister concern has paid an amount of Rs. 52,98,009/- to the Defendant in March, 2026, which has been utilized by the Defendant for payment of property tax for the Suit Property and the property tax has been paid vide cheque number 441387 dated 25.03.2026 drawn on the Delhi State Co-operative Bank Ltd. for an amount of Rs. 52,98,009/-. The aforesaid amount of Rs. 52,98,009/- shall be treated as payment towards the sale consideration.

- e. That it has been further agreed between the Plaintiff and the Defendant, that the balance sale consideration of Rs. 4,47,01,991/- shall be paid by the Plaintiff or its nominee to the Defendant through cheque/pay-order/account transfer on or before 120 days of the acceptance of the present application by the Hon'ble Court.
- f. That the Defendant shall execute and register the sale document/sale deed/registered agreement to sell in respect of the Suit Property in favour of the Plaintiff or its nominee, subject to receipt of the balance sale consideration of Rs. 4,47,01,991/- from the Plaintiff or its nominee within 120 days of the acceptance of the present application by this Hon'ble Court.
- g. That the Plaintiff is already in the physical possession of the Suit Property. The Defendant confirms that the Plaintiff continues to remain in peaceful physical possession and shall not interfere with such possession. That the Defendant shall hand over the available copies of the title documents of the Suit Property to the Plaintiff or its nominee at the time of execution of the sale document/sale deed/registered agreement to sell.



- h. That all the charges incurred for stamp duty, registration charges etc. for execution of the sale deed in favour of the Plaintiff or its nominee shall be borne by the Plaintiff or its nominee.
- i. That upon execution and registration of the sale document/sale-deed/ registered agreement to sell by the Defendant in favour of the Plaintiff or its nominee, the Plaintiff or its nominee shall become the absolute owner of the Suit Property.
- j. That these terms record full and final settlement of issues, whatsoever and supersedes all prior discussions and agreements (whether oral or written, including all correspondence), amongst the Parties with respect to the subject matter hereof, and these terms contains the sole and entire legal agreement between the Parties hereto with respect to the subject matter hereof unless otherwise expressly agreed in writing by the Parties and all concerned shall be legally bound by the provisions of these terms. The present settlement constitutes the complete and final settlement between the parties regarding the subject matter of the suit.
- k. The present settlement shall put to rest and resolve all claims arising out of the Agreement to Sell dated 17.12.2005 and neither Parties shall raise any claims, counter claims, damages, penalties, cost or charges against each other, directly or indirectly.
- l. The Parties confirm and undertake that upon implementation of the above terms, there shall be no dispute or grievance of any kind whatsoever surviving against the other and accordingly, their disputes/ grievances or claim (if any) against each other stands



resolved and settled in above terms. The parties acknowledge that they remain ready and willing to perform the present settlement in letter and spirit.

6. That upon occurrence of any of the following events or circumstances (whether or not continuing), each of which shall constitute a separate event of default (the “**Event of Default**”):
 - a. a breach of any of the above stipulations by any Party (the “**Defaulting Party**”);
 - b. or repudiation of the above stipulations by any Party (the “**Defaulting Party**”) or the conduct evidencing intention of the Defaulting Party to not to be bound by the terms of the present settlement,
 - i. the other party (the “**Non-Defaulting Party**”) shall serve a notice on the Defaulting Party instructing the Event of Default to be rectified within a maximum period of 3 (three) weeks from the receipt of such notice by the Defaulting Party (“**Cure Period**”).
 - ii. If the Defaulting Party fails to rectify the default within the Cure Period, then the Non-Defaulting Party shall have the right to seek execution of the compromise decree and such further orders as may be permissible under the law.
7. That the terms mentioned in the present application shall bind the parties, their heirs, representatives, successors and assigns and all other persons acting on their behalf.



8. Except as otherwise agreed in the present application, each Party shall bear its costs in connection with the performance of the acts mentioned in the present application.
 9. That both the parties have agreed to get the instant suit disposed of in terms of the stipulations and conditions enumerated in the present application.
 10. The above undertakings have been tendered willingly and without any undue influence, force, coercion etc. by the Plaintiff through Mrs. Manmohan Kaur and by the Defendant through Mr. Balbir Sharma who are fully empowered to act on behalf of the respective parties in the present proceedings. The undertakings shall be binding upon the Parties for all times to come.
 11. That the present application is being made bona fide and in the interest of justice.
3. It is submitted that there is no legal impediment in the suit being disposed of in terms of the aforesaid understanding. It is submitted that all subsisting disputes have been resolved in terms of the understanding as set out in the present application.
4. The joint application further avers that the settlement has been arrived at between the parties without any undue influence, force, coercion etc.
5. Ms. Manmohan Kaur, Director/Authorised Representative of the plaintiff and Mr. Balbir Sharma, Authorised Representative of the defendant are present in Court. They have been validly authorised to prefer this application and jointly request that the suit be decreed in terms thereof.



6. Considering the aforesaid joint request and the undertaking of the respective parties, the present suit is decreed in terms of the settlement terms as set out in the application.
7. All pending applications also stand disposed of.

SACHIN DATTA, J

JULY 29, 2026/at/ka