



\$~54

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

+ **CS(COMM) 7/2015**

**RAGHBIR SINGH CHHABRA**

.....Plaintiff

Through: Mr. Keshav Sehgal, Mr. Harkirat Singh, Mr. Shivam Gaur, Mr. Kshitij Joshi, Mr. Aryan Kumar, Ms. Nandita Sharma and Ms. Rashi Singh, Advocates.

versus

**HOLY STAR NATURAL RESOURCES LTD & OTHERS**

.....Defendants

Through: Mr. Kartikay Sharma, Mr. Sourabh Choubey and Ms. Shreya, Advocate for D-1.  
Mr. Indresh Upadhyay, Mr. Saurabh Kumar and Mohd. Faraz, Advocates for D-2 and 4.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**27.05.2025**

%

**I.A. 13607/2025**

1. This application is jointly filed on behalf of the parties under Order XXIII Rule 3 read with Section 151 of CPC, 1908 for placing on record the Settlement Deed-cum-Memorandum of Understanding dated 30.04.2025 executed between the parties and disposing the suit in view of the settlement.
2. The present suit for specific performance, declaration and permanent injunction has been filed on behalf of the Plaintiff against the Defendants.
3. During the pendency of the present suit, parties have amicably settled



their disputes and Settlement Deed-cum-Memorandum of Understanding has been executed and signed on 30.04.2025, incorporating the terms of the settlement. The application is supported by affidavits of all the parties duly signed by them, including their respective counsels on record.

4. In view of the settlement, learned counsels for the parties jointly submit that the suit be decreed in terms of the settlement.

5. Court has perused the terms of settlement and finds the same to be lawful.

6. Accordingly, this application is allowed and disposed of, taking the settlement on record.

**CS(COMM) 7/2015**

7. Suit is decreed in terms of the Settlement Deed-cum-Memorandum of Understanding dated 30.04.2025, which shall form part of the decree and the terms incorporated therein shall bind the parties thereto.

8. Learned counsel for the Plaintiff relies on the judgment of the Supreme Court in ***High Court of Judicature at Madras Represented by Its Registrar General v. M.C. Subramaniam and Others, (2021) 3 SCC 560***, wherein the Supreme Court has held as follows:-

*“26. Thus, in our view, the High Court was correct in holding that Section 89 CPC and Section 69-A of the 1955 Act be interpreted liberally. In view of this broad purposive construction, we affirm the High Court’s conclusion, and hold that Section 89 of CPC shall cover, and the benefit of Section 69-A of the 1955 Act shall also extend to, all methods of out-of-court dispute settlement between parties that the Court subsequently finds to have been legally arrived at. This would, thus, cover the present controversy, wherein a private settlement was arrived at, and a memo to withdraw the appeal was filed before the High Court. In such a case as well, the appellant, i.e., Respondent No. 1 herein would be entitled to refund of court fee.”*

9. Learned counsel for the Plaintiff also relies on the judgment of the



Division Bench of this Court in *Ajay Mahajan v. Mridula Mukherjee and Another, 2023 SCC OnLine Del 2389* as also to the order of Co-ordinate Bench of this Court in *Defence Colony Association A Block v. Defence Colony Welfare Association & Ors.*, in CS(OS) 298/2021 decided on 03.02.2023, wherein the Plaintiff was held entitled to refund of court fee while withdrawing the suit in view of the out-of-court settlement.

10. In view of the aforementioned judgments, Plaintiff is entitled to refund of Court fee as the parties have settled the disputes by way of out-of-court settlement at an early stage of the suit.

11. Registry is directed to draw up the decree sheet.

12. Suit is disposed of along with pending applications.

13. The next date of hearing i.e., 09.07.2025 before Court stands cancelled.

**JYOTI SINGH, J**

**MAY 27, 2025**

**S.Sharma**