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

% ***Date of Decision: 01st September, 2026***

\# **CNR No. DLHC010479212025**

\+ CONT.CAS(C) 1087/2025 & CM APPL. 24621/2026, CM APPL. 29074/2026, CM APPL. 45818/2026

MRS. MANMEET SUMRA CHONKER .....Petitioner

Through: Mr. Abhik Chimni, Mr. Ayan Das Gupta, Ms. Pranjal Abrol, Mr. Gurupal Singh, Ms. Moksha Sharma and Mr. Tushar Chandra, Advs.
Mob: 9971830490
Email: chamberofabhikchimni@gmail.com

versus

MR. VIPAL KUMAR FARMAH & ANR. .....Respondents

Through: Mr. Satyam Bhatia, Mr. Shashwat Misra, Advocates (M:9999666289)

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

MINI PUSHKARNA, J *(ORAL):*

1. The present petition has been filed alleging wilful breach of the undertaking given to this Court, as recorded in the order dated 11th September, 2024, in *RFA 382/2024.*

2. The respondents are the owners of the subject premises, i.e., property bearing no. *ER/Shop No.32, Khasra No. 1609, Naraina, Delhi*, where the petitioner was a tenant, and was running a nursery school.

3. This Court notes that disputes between the parties were settled by way of the Settlement Agreement dated 09th September, 2024, arrived at between

the parties, which is reproduced as under:

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SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (hereinafter referred to as '**Agreement**') is made and executed at New Delhi on 09.09.2024, by and between:

Mr. Vipal Kumar Farmah, S/o Sh. Ram Saroop Farmah, R/o 279, Moor Green Lane, Moseley Birmingham, B13,8 QR, UK, Email- vipal@hotmail.co.uk and **Mr. Kalvinder Rai Farmah,** S/o Sh. Ram Saroop Farmah, R/o 279, Moor Green Lane, Moseley Birmingham, B13,8 QR, UK, Email- vipal@hotmail.co.uk through their Power of Attorney Holder, Mr. Ravi Kumar, S/o Chanan Ram, R/o DLF Phase 3, Behind Cyber City, Gurgaon- 122002 (hereinafter referred to as **"FIRST PARTY"** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and legal representatives and assignees);

AND

Mrs. Manmeet Sumra Chonker D/o Ajit Sumra Chonker acting through Brigadier Ajaii Chonker (duly appointed SPA holder) R/o Third Floor, 57A, A-Block Inderpuri, New Delhi-110012 hereinafter referred to as **"SECOND PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and legal representatives and assignees);

The First Party and Second Party shall individually be referred to as such and collectively as the "**Parties**";

WHEREAS the first party leased out the property bearing no. No. ER/Shop No. 32, Measuring 219.5 yds., part of khasra No. 1609 (Said Property) vide registered Lease deed dated 02.05.2018 (Lease Deed);

AND WHEREAS certain disputes and disagreements arose between the parties during the tenure of the Lease deed;

AND WHEREAS the First Party initiated a suit bearing no.426/2023 against the second party inter-alia seeking eviction from the said property. The said suit was decreed vide order and judgment dated 16.12.2023;

AND WHEREAS the Second Party had filed a criminal complaint which culminated into an F.I.R. no 293/2023 bearing FIR No. 293/2023 u/s 451/323/506/34 IPC dated 01.11.2023, registered at PS Inderpuri, new Delhi, which is pending investigation;

AND WHEREAS the second party, against order and judgment dated 16.12.2023, filed an R.F.A. No. 382 of 2024 titled as *"Manmeet Sumra Chonker v. Vipal Kumar Farmah & Anr."*, before the Hon'ble High Court of Delhi which is pending adjudication;

AND WHEREAS vide the order dated 26.07.2024 the Hon'ble High Court of Delhi referred the Parties Delhi High Court Mediation to explore the possibilities of an amicable settlement of all the disputes pending between the Parties;

AND WHEREAS, the matter was listed for mediation before the Hon'ble High Court Mediation Centre on various occasions where the Parties, with the intervention of respective Counsels and Ld. Mediator, have amicably agreed to resolve all their inter-se disputes, without any undue pressure and coercion, by agreeing to enter into this Agreement on certain terms and conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH BELOW, THE PARTIES OF BOTH PARTS HEREBY AGREE AS FOLLOWS:

1. That during the course of mediation the parties have arrived at an amicable settlement to give quietus to the entire litigation to find peace and mend relations.

2. That **Mr. Vipal Kumar Farmah** , S/o Sh. Ram Saroop Farmah, R/o 279, Moor Green Lane, Moseley Birmingham, B13,8 QR, UK, and **Mr. Kalvinder Rai Farmah,** S/o Sh. Ram Saroop Farmah, R/o 279, Moor Green Lane, Moseley Birmingham, B13,8 QR, UK, have executed a Special Power of Attorney in favour of Mr. Ravi Kumar, S/o Chanan Ram, R/o DLF Phase 3, Behind Cyber City, Gurgaon- 122002 and he is entitled to enter into this agreement on behalf of the First Party with the Second Party and further sign the present Agreement. A copy of the said registered Power of Attorney is appended with this Agreement as **Schedule-A**.

3. That Mrs. Manmeet Sumra Chonker D/o Ajit Sumra Chonker R/o Third Floor, 57A, A-Block Inderpuri, New Delhi-110012 have executed a Special Power of Attorney in favour of Brigadier Ajaii Chonker dated 09.09.2024 and he is entitled to enter into this agreement on behalf of the First Party with the Second Party and further sign the present Agreement. A copy of the said registered Power of Attorney is appended with this Agreement as **Schedule-B.**

4. That in terms of the agreement arrived at between the parties it is agreed as follows:
   i) That the Second Party shall vacate the Said Property on or before 30th April, 2025, without any demur or delay.
   ii) That the Second Party has provided a fee quotation dated 31.08.2024 from its building contractor, Mr. Anil Kumar, having its registered office at F-217, Budh Nagar, Inderpuri, New Delhi-

110012 who has agreed to carry out such repairs as deemed fit by the Second Party within the agreed time frame between them for which the First Party has no role and liability whatsoever.

iii) That the quotation shared by the Second Party is the final sum towards carrying out the repairs as per the satisfaction of the First Party, who is agreeable without any objection. In view of the fact that the Second Party has undertaken, both in this Agreement and before the Hon'ble Delhi High Court, to vacate the premises on or before 30th April, 2025, the First Party shall not be responsible for any other expenses that might be incidental or incurred.

iv) That the said property at present requires certain repairs and it has been agreed in between the parties that they shall get it done to ensure the safety and security of the students studying in the school. Accordingly, the second party has agreed to compensate the first party to an extent of Rupees 1,50,000/- against enhanced rent ("**compensation amount"**) . It is offered by the second party and agreed by the first party that the compensation amount shall be utilised by the second party towards the repairs and paid directly to the contractor. It is also agreed between the parties that the first party shall also contribute an amount of Rupees 1,50,000/- towards the repairs of the said property and the said amount of Rupees 1,50,000/- shall be transferred by the first party to the second party and the second party shall share all the bills, invoices and details of the payments made by the second party to the contractors/ labourers engaged in the work of the said building.

v) That with this Agreement, all issues pending between the parties have been settled and it is clear that no further lis shall be instituted by any of the parties.

vi) That the Second Party (tenant) will now pay an increased rent of Rs. 63,500/- per month before the 5th of every month to the First Party for the Said Property, starting from August 2024.

5. That the Second Party agrees to clear all dues, pending in relation to electricity, gas pipeline, water and generator, and undertakes to provide proof of the same, before signing of this Agreement and also at the time of handing over of the possession of the property on 30th April 2025.
6. That the Second Party agrees and acknowledges that the repair work and charges will be inspected by the registered POA, after which the Second Party must provide all the bills to the First Party and against which the payment of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) shall be released immediately by the First Party.
7. That the first party agrees to compensate High5 Foundation School for its relocation and re-establishment costs at a new premises, including all reasonable costs associated with relocation, difference in rent between the original and new premises for three years (the original lease duration), and other reasonable expenses incurred in connection with relocation, as a benevolent measure to support the School's continued achievement of its social cause.
8. That the first party agrees to duly pay the property tax of the demised premises, and shall be solely responsible for such payments.
9. That the entry of the First Party to the premises shall be allowed with prior arrangements by the Second Party. (Including the Landlord, POA, Potential Buyer, or any person authorized by the Landlord).
10. That the sale of the property should be allowed during the time it is with the Second Party. If the property is sold, the Second Party will pay rent to the new landlord, and all other terms related to vacating the property will remain the same, subject to the new landlord's discretion.

11. That the Second Party agrees and undertakes that the property bearing No. ER/Shop No. 32, Measuring 219.5 yds., Kh No. 1609, Naraina, Delhi in their possession shall be vacated and the physical peaceful possession thereof shall be handed over to the First Party on or before 30th April, 2025.

12. That in lieu of settlement agreed herein, the Second Party agrees and undertakes to comply with all terms of this agreement. The Parties shall jointly move an application for quashing of the FIR bearing No. 293/2023 U/s 451/323/506/34 IPC, dated 01.11.2023 registered at Inderpuri, Police Station immediately after signing of this agreement before the Hon'ble High Court of Delhi.

13. That the Second Party agrees and undertakes to sign, execute, state, and affirm on oath its consent for quashing of the FIR. The Second Party further agrees and undertakes to appear before the Hon'ble High Court of Delhi/ trial court(s) on all and every such date where it is required for getting the FIR quashed.

14. That since the present agreement is being executed between both Parties in order to settle all pending litigation between them, the Parties have agreed to the following: -

    i) The Parties undertake to not initiate any legal proceeding, civil and / or criminal, arising out of the same cause of action or qua recovery of any amount regarding the Said Property bearing No. ER/Shop No. 32, Measuring 219.5 yds., Kh No. 1609, Naraina, Delhi against the First Party post execution of this Agreement; and also inform the courts where the above-mentioned matters are pending against the above settlement.

    ii) The liability of the Second Party towards the First Party shall be over and duly stand paid, and the First Party shall not be left with

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:06.09.2026
16:13:36

any claim of whatsoever nature against the Second Party in relation to the Dispute(s) mentioned herein.

15. The Second Party agrees to give their undertaking before the Hon'ble High Court of Delhi to abide by the terms and condition as stipulated herein and seek disposal of RFA No. 382 of 2024 in terms of the Present Agreement.

16. That the Parties undertake to not raise any claims against each other before any Court of Law, Authority, Police Station or other department in relation to the Dispute(s) as enumerated above or any transaction between the Parties prior to the execution of present Agreement, and that any such complaint/petition shall be considered void ab-initio and without substance in terms of the present compromise.

17. That in case the Second Party fails to comply with or breaches any of the terms of this Agreement, the First Party shall be entitled to claim all the monies and dues from the Second Party as per the terms of the registered lease deed dated 02.05.2018 as well as the liabilities arising out of the present Agreement.

18. That notwithstanding anything contained in this Agreement, in the event of default, the Second Party agrees, acknowledges and unconditionally undertakes, that the amounts payable by the Second Party collectively under this Agreement, shall be deemed to be admitted as the legally enforceable debt, as being amount towards arrears of rent.

19. That both the Parties agree and undertake that no modification whatsoever to the present Agreement shall be undertaken by either

party without any written approval, no oral modification to this agreement is permitted to either of the parties.

20. That the present Agreement has been arrived at by the Parties to settle the matter amicably and by their own volition, free will and without any pressure, fear or coercion and after fully understanding the implications of having arrived at this settlement.

21. That all the parties undertake that they are competent to sign the present Agreement.

22. That both the Parties agree and undertake to abide by the terms and conditions of the present Agreement.

23. That the Second Party agrees and undertakes that time is of the essence under this Agreement and the same shall not be changed/modified under any circumstances whatsoever including, inter-alia, any perceived or actual force majeure events.

FIRST PARTY	***SECOND PARTY***
Vipul Kumar Farmah & Anr.	Manmeet Sumra Chonker
(Authorized Signature)	(Authorized Signature)

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4. On the basis of the aforesaid Settlement Agreement, the *RFA 382/2024* was disposed of *vide* order dated 11th September, 2024, in the following manner:

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1. Respondent No.1 and the husband of the Appellant appear virtually.
2. Learned Counsel for the parties submit that the parties have entered into a settlement agreement in terms of which all the disputes *inter-se* the parties have been settled. It is submitted that a settlement agreement was executed on 09.09.2024 by both the parties

3. Upon a query put by the Court, both the husband of the Appellant acting on behalf of the Appellant and Respondent No.1, acting on his own behalf as well as on behalf of Respondent No.2, who appear virtually, have confirmed that a settlement has been arrived at between the parties.

4. Learned Counsel for the parties submit that they will place a copy of the settlement agreement on record within two days.

5. In terms of the settlement, the Appellant shall hand over the vacant physical possession of the subject premises being premises no. ER/Shop No. 32, measuring 219.5 sq. yds. part of Khasra No. 1609, situated in the area of

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5. Perusal of the aforesaid Settlement Agreement shows that the petitioner herein was running a nursery school on the subject premises, which measured 219.5 Sq. Yards. Further, the rent being paid by the petitioner to the respondents for the subject premises was initially fixed at Rs. 50,000/- per month, and at the time of said Settlement Agreement, the same was increased to Rs. 63,500/- per month.

6. The said Settlement Agreement was arrived at between the parties since the petitioner left the premises three years prior to the expiry of the lease deed dated 02nd May, 2018, executed between the parties. As per the said Settlement Agreement, the respondents had agreed to compensate the petitioner for relocation and re-establishment of the nursery school at a new premises, including, all reasonable costs associated with relocation and the difference in rent paid between the subject premises and new premises for three years.

7. It has come to the fore that pursuant to the Settlement Agreement dated 09th September, 2024, the subject premises was vacated by the petitioner on 30th April, 2025. Moreover, the petitioner had also paid a sum of Rs. 1,50,000/- to the respondents towards the maintenance charges.

8. Learned counsel for the petitioner submits that the respondents have violated Clause 07 of the Settlement Agreement dated 09th September, 2024, and have not compensated the petitioner for relocation and re-establishment cost for the school at the new premises, including, difference in the rent between the original and new premises for three years.

9. This Court is informed that after relocation, the petitioner has opened a school at Mohali, Punjab, in an area measuring 1022 Sq. Yards. Further, the petitioner is stated to be paying a rent of Rs. 3,25,000/- per month for the said new premises.

10. Attention of this Court has been drawn to the various bank statements to show that the rent for the new premises in Mohali, is regularly being paid by the petitioner. However, the respondents have not compensated the petitioner for the same.

11. This Court also takes note of the submission made by learned counsel

for the respondents that the petitioner has taken the aforesaid premises on rent from her brother-in-law. On pointed query by this Court, learned counsel for the petitioner concedes to the said fact and does not deny the same.

12. Perusal of the terms of the Settlement Agreement arrived at between the parties, which was entered at New Delhi for the school running at New Delhi, shows that it was agreed between the parties that the respondents shall compensate the petitioner for relocation and re-establishment of the school at a new premises. However, the said Settlement Agreement cannot be construed in a manner that the petitioner would open a school at Mohali, Punjab, in order to bind the respondent to make payments towards the same. The intention of the parties, as recorded in the terms of the Settlement Agreement between the parties, cannot certainly be construed to giving free liberty to the petitioner to open a new school anywhere in the country and claim rent for the same from the respondent.

13. Furthermore, it is noted that the area where the school which was earlier being run by the petitioner at New Delhi measured 219.5 Sq. Yards, however, the new premises in which the school is now being run by the petitioner at Mohali, measures 1022 Sq. Yards.

14. It is also material to note that while the rent paid by the petitioner for the subject premises at New Delhi was initially fixed at Rs. 50,000/- per month and was later fixed at Rs. 63,500/- per month at the time of said Settlement Agreement, the rent currently being paid by the petitioner for the new premises at Mohali is Rs. 3,25,000/- per month.

15. Clearly, the aforesaid Settlement Agreement cannot be construed in such an unreasonable manner as sought to be done by the petitioner, i.e., the

respondents are obligated to compensate her for opening a school at Mohali, at a premises, which is five times the size of the earlier school at New Delhi; and for expenses towards rent being paid by the petitioner, which is five times more than that paid at New Delhi.

16. Accordingly, this Court is of the considered view that no contempt has been committed by the respondents.

17. No merit is found in the present petition.

18. The present petition is accordingly dismissed.

19. The pending applications also stand disposed of.

MINI PUSHKARNA, J

SEPTEMBER 1, 2026/au