



2025:DHC:11005-DB



\$~11

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA(COMM) 154/2025, CM APPLs. 16130/2025 &
16132/2025

DEEPAK GUPTA & ANR.Appellants

Through: Ms. Shalini Sharma, Advocate.

versus

M/S STONEX INDIA PVT LIMITEDRespondent

Through: Mr. Aniket Raj, AR.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER (ORAL)

% **04.12.2025**

C. HARI SHANKAR, J.

1. The dispute between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. Settlement agreement dated 3 December 2025 is on record.

2. The terms of settlement read thus:

“1. It has been agreed between the parties that to resolve the commercial dispute between the parties the First Party has agreed to pay a lump sum amount of Rs.5,10,000/- (Rupees Five Lakh Ten Thousand Only) to the Second Party to settle all the claims between the Parties. The second Party has agreed to receive this amount as full and final settlement of all their claims against the First Party. The said amount of Rs.5,10,000/- (Rupees Five Lakh Ten Thousand Only) shall be paid by the First Party to the Second Party by way of Demand Draft bearing No. 013575 dated 03.12.2025 drawn on HDFC Bank before the Hon'ble High Court of Delhi. Copy of the said Demand Draft is annexed herewith as



ANNEXURE-C.

2. It has been agreed between the Parties that the First Party shall pay the above said amount as agreed by way of a Demand Draft to the Second Party on the next date of hearing in court and has placed a copy of the said demand draft along with this settlement.

3. It has also been agreed between the parties that on receipt of the original demand draft by the Second Party, both the parties shall request the Hon'ble Court to release the said deposited amount in RFA (Comm) 154/2025 to the First Party in terms of this Settlement Agreement.

4. Upon receipt of the above-mentioned settlement amount, the First Party agrees and undertakes to withdraw the above mentioned Appeal bearing no. RFA 154/2025 voluntarily for which the Second Party shall have no objection, subject to delivery of the above original demand draft, before the Hon'ble Court on the next date of hearing.

5. That after the aforesaid payment there shall be no grievances/dispute remained pending between the parties. All issues between the parties are hereby settled and nothing shall remains between the parties in terms of the settlement amount. Thus all issues between the parties are hereby settled.

6. This settlement is entered into voluntarily, without coercion or undue influence, and both parties confirm that they are competent and legally authorized to enter into this Agreement.

7. By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

8. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

3. The parties are represented by learned Counsel for the appellants and Mr. Aniket Raj, who is the authorised representative of the respondent, agree on behalf of the parties. They agree on behalf of their respective clients that they will abide by the terms of settlement.



4. A Demand Draft of ₹ 5,10,000/- in terms of Clause (1) of the terms of settlement has been brought by Ms. Shalini Sharma to the Court and handed over to Mr. Aniket Raj.
5. We have perused the terms of settlement and find them to be valid and enforceable in terms of law.
6. Nothing further survives for adjudication in the present appeal.
7. The appeal as well as the suit from which the appeal emanates stands disposed of in terms of the settlement agreement dated 3 December 2025 and the order passed today.
8. Let the decretal amount deposited by the appellants along with interest accrued thereon, if any, be released by the Registry to the appellants on the appellants approaching for the said purpose.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

DECEMBER 4, 2025/pa