



2026:DHC:2077-DB



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

+ RFA(COMM) 199/2025

CONNAUGHT PLAZA

RESTAURANTS PVT LTD

.....Appellant

Through: Mr. Rahul Sagar Sahay, Mr.  
Pratham Arora and Mr. Raghav Rajmalani,  
Advs.

versus

CBRE SOUTH ASIA PVT. LTD

.....Respondent

Through: Mr. Pratik Malik, Mr. Priyam  
Kamra, Mr. Amogh K. Singh and Mr.  
Raghav Sharma, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE C. HARI SHANKAR**

**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA**

**ORDER (ORAL)**

**11.03.2026**

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**C. HARI SHANKAR, J.**

**CM APPL. 14756/2026**

1. The dispute between the parties stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. A copy of the settlement agreement dated 27 February 2026 has been placed on record. The appellant is designated in the settlement agreement as the first party and the respondent is the second party. The terms of settlement read thus:

‘F. The following Settlement has been arrived at between the parties hereto:



2026:DHC:2077-DB



1. That the First Party agrees to pay, and the Second Party agrees to accept, the following amounts towards full and final settlement of all claims of the Second Party.

a. The First Party has deposited a sum of Rs. 45,52,041/- as directed by the Hon'ble Court vide order dated 19.05.2025 with the Registrar General, Delhi High Court.

b. The First Party agree that payment of Rs. 45,52,041 /- shall be made by the First Party to the Second Party by moving a joint application for the release of the amount which is lying deposited i.e. Rs. 45,52,041/- along with interest accrued, if any, with the Registrar General, Delhi High Court. The said joint application shall be moved by the Parties within one week of signing the present Settlement Agreement.

c. A sum of Rs. 1,00,000/- has been paid by the First Party to the Second Party by way of demand draft bearing 130836 dated 25.02.2026 drawn on ICICI Bank at the time of signing the present Settlement Agreement. The same has been acknowledged by the Second Party. Copy of the same is annexed herewith as Annexure A.

2. Upon receipt of the settlement amount, the Second Party unequivocally states that:

a) The judgment and decree dated 11 .12.2024 stand fully satisfied

b) The entire decretal liability, including principal, interest (past, pendent lite and future), costs and expenses stands completely discharged.

3. The First Party and the Second Party shall pray before the Hon'ble Court to dispose of the present appeal bearing RFA (COMM) No. 199/2025 in terms of the present Settlement Agreement.

4. The Second Party shall pray before the Hon'ble Court for refund of the court fees under Section 16 of the Court Fees Act, 1870 deposited in CS (COMM) 104/2024 with the Ld. District Judge (Commercial Court)-02, Patiala House Courts, New Delhi in terms of the present Settlement Agreement and the First Party shall have no-objection to the same.

5. The First Party shall also pray before the Hon'ble Court for



2026:DHC:2077-DB



refund of the court fees under Section 16 of the Court Fees Act, 1870 deposited in RFA(COMM) 199/2025 in terms of the present Settlement Agreement and the Second Party shall have no-objection to the same.

6. The Parties agree that they shall not file any case/complaint/litigation against each other before any Court/Forum/ Authority qua the present dispute and no other case/complaint/litigation is pending before any court/forum/authority, in case, if any case/complaint/litigation is found to be pending, the same shall be deemed to be settled/withdrawn in terms of the present Settlement Agreement.

7. That the present Settlement Agreement is towards the full and final settlement between the parties hereto and the parties hereto state that they have no further claims or demands against each other and all their inter-se disputes and differences have been amicably settled by the parties hereto through the process of mediation.

8. The parties declare that the present settlement has been arrived at voluntarily, without any force, coercion or undue influence, after fully understanding the contents, terms and legal implications thereof, and with a clear and conscious intent to bring a complete and final quietus to all disputes, claims and proceedings between the parties arising out of or connected with the subject matter of the present litigation.

9. That the Parties undertake to 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.”

2. We have perused the terms of settlement and we find them to be enforceable and in order. Learned Counsel for the parties, who are present, undertake on behalf of their respective clients to abide by the terms of settlement.

3. As such, the dispute does not survive for adjudication. The appeal is disposed of accordingly. The suit from which the appeal emanates stands decreed in terms of the aforesaid settlement agreement.



2026:DHC:2077-DB



4. The Registry is directed to prepare a decree sheet accordingly.
5. Accordingly, let the amount deposited by the appellant pursuant to order dated 19 May 2025 be released to the respondent on the respondent approaching the Registry in that regard with any interest which may have been accrued thereon.
6. In view of the fact that the dispute stands compromised between the parties, in case either of the party approaches the Registry, the court fees deposited by them would be refunded.
7. The appeal is accordingly disposed of.

**C. HARI SHANKAR, J.**

**OM PRAKASH SHUKLA, J.**

**MARCH 11, 2026/aky/dsn**