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

+ **CS(OS) 112/2016**

**SHRI KAMALJIT SINGH PAHWA**

.....Plaintiff

Through: Mr. Yakshap, Mr. Ankit and Ms. Riya  
Sehgal, Advocates.

versus

**SHRI GURDEEP SINGH PAHWA & ANR.**

.....Defendants

Through: Mr. Simarjeet Singh Saluja, Advocate  
for Defendant No.1

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**26.11.2024**

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**I.A. 46101/2024**

1. This application under Order XXIII Rule 3 CPC has been jointly filed by the Plaintiff and the Defendants for recording the statement of compromise.
2. The present suit is one for declaration, partition, possession, rendition of account, mandatory and permanent injunction. A preliminary decree was passed *vide* judgment dated 30.05.2024 whereby this Court held that the Plaintiff and Defendant No.2 are entitled to 25% share each and the Defendant No.1 held entitled to 50% share in the suit property. *Vide* Order dated 22.10.2024, a Local Commissioner was appointed to sell the suit property but the parties to this suit have settled the dispute amicably with their own free will, without any undue influence, fraud, force or coercion.
3. The Settlement Agreement dated 13.11.2024 is attached along with the present application. The same reads as under:-



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**SETTLEMENT AGREEMENT**

*This Deed of settlement is executed on this 13 day of November, 2024 between Sh. Kamaljit Singh Pahwa S/o Late Shri Harbans Singh R/o House No. H-115, Upper Ground Floor, Vikas Puri, New Delhi (hereinafter called as First party)*

**AND**

*(1). Sh. Gurdeep Singh Pahwa S/o Late Shri Harbans Singh R/o House No. BL-55, L Block, First Floor, Anand Vihar, Hari Nagar, New Delhi.*

*(2). Smt. Harjit Kaur Pahwa W/o Late Shri Narinder Singh Pahwa R/o House No. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi. (hereinafter both the above parties to be referred as Second party)*

**WHEREAS**, *Sh. Kamaljit Singh Pahwa (herein the first party) filed a suit for Declaration, Possession, Rendition of Account, Mandatory and Permanent Injunction bearing No. CS (OS) 112/2016 titled as Kamaljit Singh Pahwa Versus Gurdeep Singh Pahwa & Anr. before the Hon'ble High Court of Delhi in which a preliminary decree vide judgment dated 30.05.2024 was passed by the Hon'ble Court whereby the Hon'ble Court held that the plaintiff in the said suit namely Sh. Kamaljit Singh Pahwa (herein the first party) and Smt. Harjit Kaur Pahwa (the defendant No.2 therein) are entitled to 25% share each, whereas, Sh. Gurdeep Singh Pahwa (the defendant No.1 therein) was held to be entitled to the extent of 50% share in the property in dispute i.e. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi comprising of 200 Sq. Yards.*

**AND WHEREAS**, *the parties to this agreement have amicably settled their dispute outside the Court and it is agreed that the Defendant No.1 Sh. Gurdeep Singh*



*Pahwa (herein the second party) who is already having 50% share of the suit property shall purchase the respective shares of both the parties i.e., plaintiff Sh. Kamaljit Singh Pahwa (herein the first party) and Defendant No.2 Smt. Harjit Kaur Pahwa (herein the second party) against the agreed valuable consideration and shall pay the consideration amount to both parties i.e., the plaintiff Sh. Kamaljit Singh Pahwa (herein the first party) and Defendant No.2 Smt. Harjit Kaur Pahwa (herein the second party) in respect of purchasing their respective shares.*

*Accordingly the parties have now mutually agreed to settle their all claims and disputes qua the property in dispute bearing No.BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi comprising of 200 Sq. Yards on the following terms and conditions:*

- 1. That Sh. Gurdeep Singh Pahwa shall pay the agreed consideration towards the share of the other parties on or before 17.03.2025 i.e. the date fixed by the Hon'ble High Court of Delhi for further proceedings. It is made clear that Sh. Gurdeep Singh Pahwa shall endeavor to complete the transaction by 15.03.2025 so that the Hon'ble Court could be apprised of the conclusion of the terms of settlement.*
- 2. That on receipt of the agreed consideration both Sh. Kamaljit Singh Pahwa and Smt Harjit Kaur Pahwa shall execute sale deed/relinquishment deed or any other document for transfer of title in favour of Sh. Gurdeep Singh Pahwa or in favour of any other persons as per his instructions.*
- 3. That Sh. Kamaljit Singh Pahwa and Smt. Harjit Kaur Pahwa shall also handover the possession of the, respective portions on the day of execution of sale deed itself and being occupied by them in the referred property in case of failure on the part of any of the*



*party; the party in default shall be liable to pay Rs.1,00,000/- per month to the other party till the date of actual handing over of possession.*

*4. That Sh. Kamaljit Singh Pahwa and Smt. Harjit Kaur Pahwa also undertake to clear all outstanding dues payable to any statutory authority including but not limited to electricity charges, water charges, house tax etc.*

*5. That on the completion of the terms and conditions of the settlement arrived at between the parties, the parties undertake to appear before the Hon'ble High Court of Delhi to give the statement in respect of the conclusion of the terms of the settlement and disposal off the suit in terms of this agreement and the plaintiff Sh. Kamaljit Singh' Pahwa (First Party) shall withdraw the suit bearing No.CS (OS) 112/2016 after receiving full and final payment in terms of the present settlement.*

*6. That the parties shall approach the Hon'ble High Court of Delhi within one week from the date of execution and signatures on this deed of settlement so as to move an application under Order-23 Rule-3 of CPC seeking passing of the compromise decree in lieu of the terms of the settlement. As there is an interim stay for creating any third party interest by the Hon'ble High Court of Delhi, the parties shall seek permission from the Hon'ble High Court of Delhi so that Sh. Kamaljit Singh Pahwa and Smt. Harjit Kaur Pahwa will be able to execute sale deeds in favour of Sh. Gurdeep Singh Pahwa so as to avoid any legal hurdles for registration of the title documents-before the statutory authority.*

*7. That three copies of the settlement deed are prepared on which all the parties shall sign in original and one copy kept by each of the party.*



8. *That on conclusion of the terms of the settlement Sh. Kamaljit Singh Pahwa and Smt. Harjit Kaur Pahwa shall not be left with any right, title or interest in respect of property No. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi comprising of 200 Sq. Yards.*

9. *That the terms of this deed of settlement shall be binding upon all the legal heirs, assignees, representatives, attorneys etc. of all the parties in respect of property No. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi.*

10. *That on the conclusion of the terms of the settlement Sh. Gurdeep Singh Pahwa shall be the exclusive owner in respect of property No. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi and shall have all the rights to deal with the property in any manner as per his wishes without any claim of any other party to the settlement or their legal heirs, representatives, assignees etc.*

11. *That on conclusion of the terms of the settlement deed, all other documents, if any, executed by Sh. Kamaljit Pahwa or Smt. Harjit Kaur Pahwa in respect of property No. BL-55, L Block, Anand Vihar, Hari Nagar, New Delhi shall be rendered as null and void and shall not any course in the eyes of law.*

12. *That this deed of settlement has been executed and signed by all the parties with their own consent without any force, fraud or undue influence.*

***IN WITNESSES WHEREOF*** the parties to this Deed of settlement have subscribed their signatures after reading and fully understanding the contents of the same whereas, the witnesses have also subscribed their prestigious signatures as attesting witnesses in the presence of the parties and in the presence of each other on the day, month and year mentioned



*hereinabove.”*

4. The parties pray that the suit be decreed in terms of the Settlement Agreement dated 13.11.2024.
5. The Settlement Agreement dated 13.11.2024 has been jointly signed by the Parties. They have also joined the proceedings through video conferencing and they have been identified by their respective Counsels.
6. This Court has gone through the Settlement Agreement dated 13.11.2024 arrived at between the parties. The said Agreement is enforceable and is valid in law.
7. The Order dated 22.10.2024 passed by this Court is modified and order regarding the appointment of Local Commissioner shall stand withdrawn.
8. The suit is decreed in terms of the Settlement Agreement dated 13.11.2024. Let decree sheet be drawn in terms of the abovementioned Settlement Agreement.
9. In view of the above, the suit is disposed of along with pending application(s), if any.
10. The next date already fixed before the Ld. Joint Registrar, i.e., 17.03.2025, stands cancelled.
11. The present application is disposed of.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 26, 2024**

*RJ*