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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 460/2024**
RAJESH ANAND & ANR.Plaintiffs

Through: Mr. Rishi Kapoor and Ms. Deboleena
Dutta, Advs.

versus

SEEMA CHOPRA & ANR.Defendants
Through: Counsel (appearance not given).

CORAM:
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER
18.12.2024

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1. The present suit has been instituted by the plaintiff against the defendants, seeking the following reliefs:

“A. Pass a Decree of Specific performance with respect to the Agreement to Sell dated 06.09.2021 concerning the 3rd Floor of House No. 16/31, East Patel Nagar, New Delhi-110008; and

B. Pass a decree of permanent injunction thereby restraining the Defendants and their agents, servants, assignees, representatives or any other person from transferring the suit property by way of sale, lease, mortgage or to create any third party right, title or interest in whole or part of the suit properties till the adjudication of the present Suit; and

C. Pass an order awarding the cost in favour of the Plaintiff and against the Defendants;”

2. The parties were referred to mediation *vide* an order dated 24.09.2024, passed by learned Joint Registrar (Judicial).



3. Today, the learned counsel for the plaintiffs states that the present suit has been settled between the parties before the Delhi High Court Mediation and Conciliation Centre (Samadhan). The terms of the settlement are contained in the settlement agreement dated 11.11.2024, which are set out below:-

“(a) That the First Party is in exclusive possession of PROPERTY B and Second and Third Floor of garage block of PROPERTY C and have been staying with their family since long.

(b) That the Second Party is in exclusive possession of PROPERTY A and in ground and First floor of garage block of PROPERTY C and have been staying with their family since long.

(c) The Parties have mutually agreed that all the Parties have 1/4th equal share in the abovementioned property jointly.

(d) That the First, Second and Third Party mutually agreed that the First and Second Party shall have their respective share in the abovementioned property which are in their exclusive possession.

(e) That the Third Party shall within 15 days of signing of the present settlement sign and execute relinquishment deed of their respective undivided 1/4th equal share in the abovementioned properties jointly in favour of First and Second Party.

(f) That the First and Second Party shall have withdraw all their objections/suit etc. before the Hon'ble High Court on passing of the consent decree on the basis of the present Settlement Agreement.

(g) That the Third Party shall have no claim, right, title or interest of any kind whatsoever hereinafter in the abovementioned "Subject Property".

(h) The Parties agree and undertake that they have entered into the present Settlement Agreement on their own free will and volition and will abide by the terms and conditions of the present Settlement Agreement.

(i) The Parties agree and undertake that there is no force, fraud, coercion or undue influence on either at the time of entering into and signing of this present Settlement Agreement.



(j) The Parties agree and undertake to abide by the terms and conditions of the Settlement Agreement. The Parties shall honestly, diligently and strictly adhere to the terms of this Settlement Agreement and shall not do any act, deed or thing which may have the effect of defeating or negating the terms and conditions of this Settlement Agreement.

(k) The parties agree that they shall appear before the Hon'ble Court during the physical / virtual hearing to make their statements in terms of the present Settlement Agreement.

(l) The Settlement Agreement has been read over and explained to the parties in their vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.”

4. This Court has gone through the contents of the settlement agreement. The said agreement bears the signatures of the plaintiffs and the defendants, along with their respective counsels.
5. The parties have undertaken to comply with the terms of the settlement agreement.
6. Accordingly, the present suit is decreed in terms of the aforesaid settlement.
7. Let Decree-sheet be drawn accordingly.
8. The plaintiffs are also held entitled to refund of the Court fee, if any, deposited by them, in accordance with Section 16 of the Court Fees Act, 1870 [Ref: *Nutan Batra v. Buniyaad Associates: 2018 SCC OnLine Del 12916*].
9. The present suit stands disposed of.
10. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

DECEMBER 18, 2024/A

[Click here to check corrigendum, if any](#)