



2025:DHC:2241



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

Date of decision: 19th March, 2025

+ CS(OS) 53/2025, I.A. 2069-2070/2025 & I.A. 7084/2025

RAMESH RAJPAL

.....Plaintiff

Through: Mr Dinesh Garg and Ms Rachna
Agrawal Advocates

versus

ROHIT RAJPAL & ORS.

.....Defendants

Through: Ms. Vandana Bhatnagar, adv. for D-1
to 3

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

I.A. 7084/2025 (joint application on behalf of the Plaintiff and Defendants
under Order XXIII Rule 3 and 3A read with Section 151 CPC)

1. This is an application jointly filed by the parties under Order XXIII Rule 3 and 3A of the Code of Civil Procedure, 1908 ('CPC').
2. Mr. Garg, learned counsel for the Plaintiff states that he has personally known the Plaintiff and Defendant Nos. 1 to 3 for a long time and the application as well as affidavits have been executed by parties in his presence. Similarly, Ms. Vandana Bhatnagar, Advocate confirms that all the pleadings and affidavit have been executed by Defendant Nos. 1, 2 and 3 in her presence. They state that it is in these circumstances that the Plaintiff and Defendant Nos. 1 to 3 are not present in Court today.

Signature Not Verified

Signed By:HEMANT PRATAP
SINGH

Signing Date:02-04-2025 14:46:58

CS(OS) 53/2025

Page 1 of 3



3. The statements of the counsels are taken on record.

4. Learned counsel for the parties' state that the subject matter of the present suit is freehold built-up Farm House, known as 'Manjula Farms' situated in Village Chattarpur, Tehsil Mehrauli, New Delhi comprising land measuring 12 Bighas and 2 Biswas under Khasra No.1135/1 (4-0), 1138/1 (3-12), 1134/2 (2-1), 1133/2 (2-9), bearing Farm House No.1, Mandi Road, Sultanpur, New Delhi ('suit property').

5. It is stated that the Plaintiff along with Defendant Nos. 1 to 3 are the only Class I legal heirs of late Smt. Manju Rajpal. It is stated that as per the settlement dated 25.09.2024 arrived at between the parties, Defendant Nos. 1, 2 and 3 have agreed to relinquish all their right, title or interest in favour of the Plaintiff herein and consequently make the Plaintiff absolute owner of the said property. It is stated that the terms of the settlement have been set out in paragraph 4 (i) to (xiv) of the captioned application.

6. Learned counsel for the Plaintiff states that as per the terms of the settlement the Defendant Nos. 1, 2 and 3 have undertaken that they will execute registered relinquishment deeds in favour of the Plaintiff so as to confer an absolute and clear title on the Plaintiff. He states by seeking a decree in these proceedings the Plaintiff and the Defendants are not seeking to evade the legal requirement of executing registered relinquishment deeds. He states that the intent of this application is to record the settlement so as to avoid inter-se disputes.

7. This Court has perused the terms of the settlement and is of the opinion that the same are lawful.



8. In view of the aforesaid submissions of the parties and settlement arrived at between the parties, the application is allowed and the suit qua the suit property is decreed in terms of paragraph 4 of the captioned application to record the inter-se arrangement between the parties. It is clarified that passing of this decree will not exempt the Plaintiff and Defendants from complying with the requirement of execution of the relinquishment deeds and/or registration of this decree as per the mandate of Section 17 of the Registration Act, 1908.

9. The registry is directed to draw up a decree shall be prepared in terms of paragraph 4 of the captioned application and the contents of the said paragraph 4 shall form part of the decree.

10. The application stands allowed in the aforesaid terms.

CS(OS) 53/2025

11. Accordingly, the suit stands decreed as above.

12. Pending applications are disposed of.

13. All future dates are cancelled.

MANMEET PRITAM SINGH ARORA, J

MARCH 19, 2025/msh/AKP

Click here to check corrigendum, if any