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

+ **EX.P. 12/2025 & EX.APPL.(OS) 673/2025**

NARESH MOHAN MITTALDecree Holder

Through: **Mr. Vedansh Vashisht, Advocate**

versus

NIPUN MOHAN MITTAL & ANR.Judgement Debtors

Through: **Mr. Kuljeet Rawal, Mr. Aditya Joshi,**
Advocates for JD-1

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EX.P. 91/2024

SANDEEP MOHAN MITTALDecree Holder

Through: **Mr. Vedansh Vashisht, Advocate**

versus

NIPUN MOHAN MITTAL & ANR.Judgement Debtors

Through: **Mr. Kuljeet Rawal, Mr. Aditya Joshi,**
Advocates for JD-1

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 24.04.2025

EX.APPL.(OS) 673/2025 in EX.P. 12/2025

1. Decree Holder has joined the proceeding through video conferencing and is identified by his counsel.
2. Judgment Debtor No. 1 and Judgment Debtor No. 2 are present in Court and are identified by their respective counsel.
3. The present execution petition has been filed for implementation of



the compromise decree dated 26.04.2023 passed in CS(OS) No. 67/2022.

4. The Decree Holder and Judgment Debtors state that the decree could not be implemented due to the differences that had arisen between the parties, which have now been resolved through a settlement agreement dated 14.04.2025.

5. They further state that by way of the settlement agreement dated 14.04.2025, parties have worked out a detailed mechanism for the implementation of the decree dated 26.04.2023.

6. The aforesaid settlement agreement has been executed at Delhi between the parties concerning property No. H-1, Ashok Vihar, Phase-I, Delhi-110052. Under the said agreement, the parties have reaffirmed their obligations under the Compromise Decree, including the division of the constructed portions, and have agreed to equally share the costs of all common works, façade works, and exterior works, as per the BoQ and the architectural plans finalized through their jointly appointed architect. It has further been agreed that all works shall be carried out by respective contractors and Project Management Consultants (PMC) appointed by each party, with due coordination and adherence to the finalized architectural drawings. The parties have undertaken to execute a Partition Deed in terms of the Compromise Documents and to complete all agreed works within 275 working days, or until the issuance of a completion certificate by the architect, whichever is later.

7. This Court has interacted with the parties, and the parties confirm the due execution of the settlement agreement dated 14.04.2025 and further state that they are satisfied with the mechanism set out therein for the implementation of the decree dated 26.04.2023.



8. The parties state that they are conscious of Clause 19 of the said agreement, whereby they have undertaken that the obligations assumed by them under the said agreement will constitute an undertaking to this Court, and that any violation thereof shall amount to contempt of Court.

9. The parties state that they undertake to abide by the terms and conditions of the settlement agreement dated 14.04.2025 along with its annexures thereto. The undertakings of the parties are accepted, and they are bound down to the same.

10. In view of the above, the present execution petition, being EX.P. 12/2025, is disposed of as satisfied in terms of the settlement agreement dated 14.04.2025

11. The parties further state that the connected execution petition, being EX.P. 91/2024, may also be disposed of in terms of the settlement agreement.

12. Future dates stand cancelled.

EX.P. 91/2024

13. This petition has been listed before this Court on mentioning of the parties and is accordingly disposed of in terms of the order passed hereinabove in EX.P. 12/2025.

14. Future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

APRIL 24, 2025/mt/akp

Click here to check corrigendum, if any