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

+ **CS(OS) 73/2025 & I.A. 10146/2025**

RASHMI GAUTAM RAI & ANR.

.....Plaintiffs

Through: Mr. Puneet Saini, Advocate
Plaintiff nos. 1 and 2 (through VC)

versus

MANOJ KUMAR GAUTAM & ORS.

.....Defendants

Through: Defendant Nos. 1 and 3 (through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **23.04.2025**

1. Plaintiff nos. 1 and 2 have appeared through video conferencing and are identified by the counsel.
2. Defendant nos. 1 and 3 have appeared through video conferencing and are identified by the counsel. Defendant no. 3 is also a Power of Attorney ('POA') holder of defendant no. 2 and has signed on his behalf.
3. It is stated that the suit property was owned by Late Sh. Badri Prasad Gautam. And, the plaintiffs, defendant nos. 1, 2 and 3 are his natural legal heirs and, therefore, the property bearing no. E-896, Saraswati Vihar, North-West Delhi, Delhi-110034, with a plot measuring 246.94 sq. yds. And construction comprising of four floors ('suit property') has even otherwise devolved upon the parties as per the Hindu Succession Act, 1956.
4. Learned counsel for the plaintiffs states that the parties have mutually entered into a settlement agreement dated 11.03.2025 ('settlement agreement') and as per the settlement agreement, plaintiff nos. 1 and 2 will be entitled to the upper ground floor, defendant no. 1 will be entitled to the



second and third floor and defendant no. 2 will be entitled to the first floor in the suit property. He states that parties are in possession of their respective portions of the suit property.

5. It is stated that by the settlement agreement, the parties have partitioned the suit property by metes and bounds and parties will now be the owners with actual physical possession of separate portions [of the suit property] as recorded in the settlement agreement.

6. It is stated that the defendant no. 3 has released all her right, title and interest in favour of plaintiff nos. 1 and 2 and defendant nos. 1 and 2 as per the settlement agreement and she has been left with no right, title and interest in the suit property.

7. This Court has interacted with defendant no. 3 and she states that she has signed the settlement agreement after taking due legal advice and she understands that she will not be receiving any share in the suit property. She states that she has released all her right title and interest in the suit property and she is satisfied with the settlement agreement.

8. Similarly, this Court has interacted with plaintiffs and defendant nos.1 and 2, who as well confirm due execution of the settlement agreement.

9. Learned counsel for the plaintiff states that defendant no. 3 will execute a relinquishment deed in favour of plaintiff nos. 1 and 2 and defendant nos. 1 and 2 in conformity with this settlement agreement, within a reasonable time in accordance with law.

10. Settlement Agreement dated 11.03.2025 executed between the parties has been placed on record. The parties pray that the suit be decreed in terms of this settlement agreement and they undertake to remain barred by the obligation assumed thereunder.



11. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it. And, in disposing of the suit in its terms, the Court should apply the principle of Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

12. This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the aforesaid agreement is lawful and therefore this Court does not find any impediment in decreeing the underlying suit in terms of the Settlement Agreement.

13. The statements and undertakings given by the parties are accepted by this Court and the parties are held bound by the same.

14. Accordingly, the suit is hereby decreed in terms of Settlement Agreement dated 11.03.2025 executed between the parties, which is marked as **Ex.C-1**. The registry of this Court is directed to prepare a decree sheet in terms thereof.

15. All the pending applications stand disposed of.

16. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

APRIL 23, 2025/mr/AM

Click here to check corrigendum, if any

¹ (2010) 8 SCC 24