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

+ **CS(OS) 1054/2002, I.A. 17614/2022, I.A. 8875/2024 & I.A. 37690/2024**

SH. NARINDER PRAKASH SHARMA & ANR.Plaintiffs

Through: Mr. Raj Kumar Yadav, Adv. for P-1
(through vc)
Mr. Mohit Gupta, Mr. Vishal Saxena,
Mr. Virender Prabhakar and Ms.
Seemab Ali Fatima, Advs. for P-2

versus

MRS. RAJ KUMARI SHARMADefendant

Through: Mr. P.K. Agrawal and Mr. Rishabh
Tomar, Advocates D-2
Mr. Pankaj Gupta, Advocate for D-3

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **04.12.2025**

CS(OS) 1054/2002

1. The present suit has been filed seeking partition of residential property situated at C-166 Sarvodaya Enclave, New Delhi-110017, rendition of accounts in respect of the monetary assets and movable assets of Late Shri Sham Prakash Sharma, and also for the relief of injunction and other consequential reliefs.
2. This Court vide order dated 17.07.2025, on joint request of the parties, referred the matter to the Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'], for exploring amicable settlement of the dispute.



3. Learned counsels for the parties jointly state that the parties have arrived at a settlement before the Mediation Centre and have executed a settlement agreement dated 18.11.2025. It is stated that the parties have agreed to sell the suit property C-166, Sarvodaya Enclave, New Delhi-110017 [‘suit property’] and divide the sale proceeds in the manner set out in the agreement.

4. It is stated that initially, the parties will execute all necessary documents for converting the suit property from leasehold to freehold and thereafter, defendant no. 2 has been authorised to sell the suit property within a period of eight [8] months.

5. It is stated that the plaintiff no.1, plaintiff no. 2 and defendant no. 3 will receive a sum of Rs. 1 crore each out of the total sale consideration, and the remaining monies will be entirely retained by defendant no. 2.

6. It is clarified that all expenses and costs pertaining to conversion from leasehold to freehold will be borne by defendant no. 2 alone without any right to seek reimbursement. It is stated that this condition has been agreed upon as defendant no. 2 is likely to receive the larger part of the sale consideration, and also because he is in possession of the suit property.

7. Learned counsel for defendant no. 2 states that on the basis of the due diligence carried out, it is reasonably expected that in ordinary course the property will be converted from leasehold to freehold within 3 to 4 months after an application has been filed with the statutory authority.

7.1 He states that clause 6(x) of the agreement stipulates that the sale will be reasonably completed within eight [8] months after the property has been converted from lease hold to free hold.

8. Learned counsels for the parties’ state that the parties undertake to



abide by the terms and conditions of the settlement and act in accordance with its letter and spirit; and the suit may be disposed of in terms thereof.

9. It is stated that in view of the settlement arrived at inter se parties, TEST.CAS. 43/2002 and TEST.CAS. 30/2013 will also be withdrawn by the Petitioners therein.

10. This Court has heard the learned counsel for the parties and perused the settlement agreement dated 18.11.2025.

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 for disposing of the suit in terms of the settlement. And, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

12. This Court is satisfied that the compromise arrived between the parties as contained in the aforesaid settlement agreement dated 18.11.2025 satisfies the requirements of Order XXIII Rule 3 CPC. The agreement is taken on record and marked as **Exhibit C**.

13. The compromise contained in the settlement agreement dated 18.11.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the settlement agreement dated 18.11.2025.

14. The statements and undertaking given by the parties are accepted by this Court, and the parties are held bound by the same.

15. Consequently, the captioned suit is decreed in terms of the settlement

¹ (2010) 8 SCC 24



agreement dated 18.11.2025 executed inter se parties.

16. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the settlement agreement dated 18.11.2025 shall form part of the said decree.

17. Pending applications, if any, stand disposed of.

18. Future dates, if any, stand cancelled.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 4, 2025/msh/aa