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

+ **CS(OS) 160/2025**

HARINDER SINGH & ORS.Plaintiffs

Through: **Mr. Kunal Kher, Advocate**

versus

SURINDER SINGHDefendant

Through: **Mr. Sandeep Thukral, Ms. Sana Thukral, Advocates**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **02.05.2025**

I.A. 11009/2025 (Application of Plaintiffs under Section 151 of the Code of Civil Procedure, 1908 for early hearing)

1. The present application has been filed seeking early hearing in the underlying suit.
2. It is stated that the parties have participated in the mediation proceedings and have settled all their disputes amicably and have executed the mediation settlement on 08.04.2025 ('Settlement Agreement').
3. For the reasons stated in the application, the application is allowed and the suit is taken up on board with the consent of the parties.

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Decree in the suit

4. A copy of the Settlement Agreement dated 08.04.2025 along with its annexure running into '65' pages has been handed over by the learned counsel for the Defendant. Learned counsel for the plaintiff confirms that

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this is the settlement executed between the parties.

The Court Master and registry is directed to summon the Settlement Agreement from the Mediation Centre and have it placed on record.

5. Learned counsels for the Plaintiffs and Defendant state that the Settlement Agreement has been duly signed by the parties and their counsels.

6. It is stated that the subject matter of the Settlement Agreement is an immovable property at Rajouri Garden, Delhi referred to as property 'A' and at least 15 properties located in Punjab referred to as property 'B'. The details of property 'A' are set out in Clause 1 of Settlement Agreement and details of property 'B' are set out in Clause 2 of Settlement Agreement.

6.1. It is stated that by virtue of Settlement Agreement, the Defendant acknowledges and confirms that Plaintiff Nos. 1, 2 and 3 are the absolute owners of the property at Rajouri Garden, New Delhi i.e., property 'A' and they admit the validity and the veracity of the title documents placed by the Plaintiffs in this suit, with respect to their title qua Rajouri Garden, New Delhi property.

6.2. Similarly, the Plaintiff No. 1 has undertaken to gift its undivided share in property 'B' located in Punjab in favour of the Defendant. To this effect, Plaintiff No. 1 has executed a registered power of attorney (POA) in favour of the son of the Defendant to enable the POA holder to execute a gift deed of Plaintiff no. 1's entire share in favour of the Defendant. It is stated that the said gift deed is likely to be executed within the month of May, 2025.

6.3. It is stated that the Plaintiffs are left with no right, title or interest in the property 'B' located in Punjab. Plaintiff Nos. 2 and 3 also confirm their consent to the proposed transfer of Plaintiff No. 1's share in favour of the

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Defendant for property 'B' and that they have no objection to the said transfer.

7. Plaintiff No. 3 is personally present in Court and has been identified by the counsel. Plaintiff Nos. 1 and 2 and Defendant No. 2 have joined the proceedings through video conferencing link and are identified by their respective counsels.

7.1. Learned counsel for the Defendant states that the Defendant had duly appeared before the Delhi High Court Mediation and Conciliation Centre and had executed the document in the presence of Mediator. He states that the Defendant is unable to join the proceedings physically as he is a resident of Punjab.

7.2. Similarly, learned counsel for the Plaintiff states that Plaintiff nos. 1 and 2 are not present in Court due to their old age.

7.3. This Court has interacted with parties and they confirm the due execution of the Settlement Agreement after having understood the contents thereof.

8. This Court has heard the learned counsel for the parties and peruse the record.

9. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ while dealing with the Section 89 of the Code of Civil Procedure, 1908 (CPC) has observed that a settlement agreement executed through the process of mediation should be placed before the Court for recording it and disposing of the suit in its terms. The Supreme Court observed while dealing with a mediated settlement the Court should apply Order XXIII Rule 3 CPC and pass a decree in terms of the

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settlement, to make such settlement effective.

10. This Court is satisfied with the compromise recorded between the parties as contained in the aforesaid Settlement Agreement after evaluating it on the yardsticks of Order XXIII Rule 3 CPC. Though the suit was filed only with respect to property A, as per Order XXIII Rule 3 CPC, the Court is empowered a satisfaction even in respect to a property which is not the subject matter of the suit, so long as the parties are same. Thus, the settlement arrived between the parties with respect to property B in Punjab is also permissible in these proceedings.

10.1. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the underlying suit in terms of the aforesaid Settlement Agreement dated 08.04.2025.

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

10.3. Consequently, the underlying suit is decreed in terms of the Settlement Agreement dated 08.04.2025 executed between the parties, which is marked as **Exhibit 'C-1'**. The Registry of this Court is directed to prepare a decree in terms thereof.

Refund of Court fee

11. Learned counsel for the Plaintiffs states that since the suit has been settled at the initial stage, even prior to issuance of summons, the Court fee deposited may be refunded.

12. The registry is directed to return the 100% court fees to the Plaintiff No. 1 within four (4) weeks having regard to Section 16 and 16A of the

¹ 2010 8 SCC 24.
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Court Fees Act, 1870.

13. The registry is directed to draw up the requisite certificate for refund of the entire court fee, within four (4) weeks from today.
14. Pending applications stand disposed of.
15. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

MAY 2, 2025/msh/sk

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