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

+ **CS(OS) 393/2022 & I.A. 13847/2025**

SUNIL KUMAR SHARMA

.....Plaintiff

Through: Mr. Shekhar Dasi, Mr. M.D. Talha,
Mr. Ayush and Mr. Deepesh Kasana,
Advocates

versus

SMT OMWATI SHARMA & ORS.

.....Defendants

Through: Mr. Parminder, Advocate for D-1.
Mr. Mukul Girdhar, Advocate for D-2
along with D-2 in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **28.05.2025**

I.A. 13847/2025 (Under Order XXIII Rule 3 CPC)

1. The present application has been filed by the parties under Order XXIII Rule 3 of Code of Civil Procedure, 1908 ('CPC') seeking a decree in terms of the Settlement Agreement dated 05.05.2025 executed before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').

2. The underlying suit had been filed for partition, rendition of accounts, recovery, mandatory injunction and permanent injunction. It is stated that this Court vide order dated 02.03.2023 passed a preliminary decree of partition on the basis of mediation settlement agreement dated 24.02.2023.

2.1. It is stated that vide order dated 02.03.2023, the matter was sent to Mediation Centre with the consent of the parties to work out the modalities for passing of the final decree in the suit. It is stated that since the matter could not be settled it was sent back to this Court.

2.2. It is stated that thereafter, with intervention of family and friends,



parties agreed to some extent and the matter was again sent to Mediation Centre vide order dated 28.02.2025.

2.3. It is stated that with the assistance of Mediator, the parties have amicably settled the disputes between them and have reduced the settlement in writing vide Settlement Agreement dated 05.05.2025 ('Settlement Agreement').

Submission of the parties

3. The Plaintiff, Defendant No. 2 and Defendant No. 3 are personally present in Court and are identified by their respective counsels.

4. Ms. Omwati Sharma i.e., Defendant No.1 has joined the proceedings through Video Conferencing link and is identified by her counsel.

5. This Court has interacted with Defendant No. 1 and she states that she is satisfied with the suit being decreed in terms of the Settlement Agreement dated 05.05.2025. This Court has also interacted with Plaintiff, Defendant No. 2 and Defendant No. 3 and they as well confirm their satisfaction with the terms of the settlement.

6. Before disposing of the suit, this Court makes note that there is an I.A. No. 22954/2023 and I.A. No. 18718/2023 filed by Mr. Suraj Gaur and Ms. Sandhya Gaur. They are the children of pre-deceased sister i.e., late Ms. Manju Gaur of the Plaintiff.

7. Learned counsel for the Plaintiff states that this Court in orders dated 05.09.2024 and 20.02.2025 has already opined that the said parties/applicants have to avail their remedies in accordance with law *qua* the preliminary decree dated 02.03.2023. He states that this suit for partition has been filed on the basis of the written family Settlement Agreement dated 06.04.2010 executed between late Sh. Mahavir Parsad Sharma, Plaintiff and



Defendant Nos. 2 and 3. He states therefore, the present suit has not been filed on the basis of the intestate succession but it has been filed for the implementation of the written family Settlement Agreement dated 06.04.2010.

Findings

8. The terms and conditions agreed between the parties in the Settlement Agreement is summarized at paragraph nos. 4, 5 and 6 of the captioned application, which reads as under:-

“4. That after due deliberations, the settlement agreement dated 5.5.2025 has been entered between the parties, by virtue of which it has been agreed that the property at serial No. (b) and (d) shall be jointly sold by the plaintiff, defendants No.2 and 3, and the sale proceeds shall be divided between the parties in the ration of 1/3rd each.

5. That it has further been agreed between the parties that Properties at serial No. (a), (e), and (f) as mention in the suit and also in the settlement agreement dated 5.5.2025 shall be divided between plaintiff, defendant No.2 and 3 in 3 equal portions by raising a partition wall as per the site plan/map enclosed with the settlement agreement dated 5.5.2025. The site plan also shows the portion of parties in different colours for reference to show which side of the property is taken by which party.

6. That it is further submitted that it has further been agreed between the parties that the property mentioned at Serial No. (g) of the suit and also in settlement agreement, which is 15 acres of agricultural land shall be first divided in 2 equal portions both measuring 7% acres, and one chunk of 7 % acres land shall be taken jointly by defendant No.1 and defendant No.3 in which both of them have equal share, and the remaining 7 % acres of land shall be divided equally between plaintiff and defendant No.2 both getting 3.75 acres each, after getting the property demarcated from the concerned authorities. The true copy of the mediation settlement agreement dated 5.5.2025 along with site plans I maps is enclosed herewith and marked as Document-1”

9. The parties state that with the execution of the Settlement Agreement, all inter-se disputes between the parties with respect to immovable properties, which formed the subject matter of the written family Settlement Agreement dated 06.04.2010 and their inter-se claims qua the estate of late



Mahavir Parsad Sharma stand adjudicated.

10. The parties state that the partition wall to be constructed with respect to the properties at serial nos. 'a', 'e' and 'f', will be constructed within four (4) months.

11. This Court has interacted with the parties, who are present in Court and they confirm their satisfaction with the terms of the Settlement Agreement.

12. 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 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. And, while dealing with the settlement agreement, Court should apply the 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.

13. This Court has perused the Settlement Agreement and is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 05.05.2025 satisfies the requirement of Order XXIII Rule 3 CPC.

14. The compromise contained in the aforesaid Settlement Agreement dated 05.05.2025 is lawful and, therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 05.05.2025.

15. The statements and undertaking given by the learned counsel for the parties are accepted by this Court and the parties are held bound by the



same.

16. Consequently, the suit is hereby decreed of in terms of the Settlement Agreement dated 05.05.2025, which is marked as Exhibit 'C-1'. The Settlement Agreement shall form part of the decree.

17. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement shall form part of the said decree.

18. Accordingly, the application stands disposed of.

19. Interim order stand merged with the final decree.

20. Future dates stand cancelled.

21. It is clarified that rights and remedies, if any, of Mr. Suraj Gaur and Ms. Sandhya Gaur for their claim in the estate of late Sh. Mahavir Parsad Sharma are left open to be availed by them in accordance with law.

MAY 28, 2025/rhc

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)

¹ (2010) 8 SCC 24.