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

+ **CS(OS) 297/2025**

SHIV KUMAR GUPTA

.....Plaintiff

Through: Mr. S. N. Gupta, Adv along with
plaintiff in person.

versus

KRISHAN KUMAR GUPTA & ANR.

.....Defendants

Through: Mr. Alakh Kumar, Adv for and along
with D-1 and 2 in person.

Ms. Anita Sahani, Adv for and along
with Ms. Meenu Agarwal, D-3, Mr.
Vikas Gupta, D-4 and Mr. Vishal
Gupta, D-5 in person.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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29.10.2025

**I.A. 26693/2025 (BY PLAINTIFF-U/O 23 R 3 of the CPC- FOR
CONSENT DECREE)**

1. A joint application i.e. I.A. 26693/2025 has been filed by the parties under Order XXIII, Rule 3 of the Code of Civil Procedure, 1908 (CPC) seeking decree of the instant civil suit.
2. Learned counsel for the parties jointly submit that they have amicably resolved their dispute and have entered into a settlement.
3. The terms of the settlement have been produced in the aforesaid joint application in paragraph nos. 5 to 12. The said paragraphs are extracted as under:

"5. That the parties to the present suit have agreed and state that the substantial part of the settlement agreement amongst the parties have already been given effect to and the last obligation of the defendants to



sign and execute documents for the purpose of transfer of the property bearing khara nos. 8/11, 8/20, 8/9/1, 8/22, 129, 130, 8/12, 129/ 1, 129/4, 131/5, 8/9/1, 8/12, 8/ 13/2, 8/22, 8/21/1, 8/21/2, 8/19 (1 Beegha 9 Biswa, 3 Beegha 7 Biswa, 2 beegha 19 Biswa 8 biswansi), 7/6/1, (3 Beegha 12 Biswa), 8/9/2, 8/10 8/21/1, 8/21/2, 8/22, 8/19, Khasra No. 8/11, 8/20, 8/9/1, 7/16, 8/ 13/1, 8/22, 129, 130, 8/12, 129/1, 129/4, 131/5, 8/9/1, 8/ 13/2, Plot No. 19, Khasra No. 129, 7/25 8/20, 8/11, 8/ 10, 7/25, 10/5, 7/15, 7/6/2, 8/ 12, 9/1/1, Khasra No. 129/4, 129/5, 130, 131, 131/5 situated at Jawahar Nahar, Johripur, Delhi, which is now presently known as Jawahar Nagar Industrial Area. A site map of the area is annexed hereto as Annexure P-X to the present application.

6. That the defendants have agreed and are ready and willing to execute the necessary documents including but not limited to general/special power of Attorney, to be the confirming party to the sale deed for the purpose of sale of the said land and/or any part thereof or execute the independent general power of attorney in respect of their respective land/property to facilitate the plaintiff to deal with the property in question as owner thereof and entitled him to realize the entire sale proceeds in his own name and for the smooth sale transactions in respect of the land in question.

7. That the defendants record and undertake to not resale from the statement that plaintiff is free to deal with and monetise the property mentioned herein above and shall be free to sell or keep and proclaim himself to the owner of the said land.

8. That the parties to the present suit are ad idem and in agreement that the land bearing khara nos. 8/11, 8/20, 8/9/1, 8/22, 129, 130, 8/12, 129/1, 129/4, 131/5, 8/9/1, 8/12, 8/13/2, 8/22, 8/21/1, 8/21/2, 8/19 (1 Beegha 9 Biswa, 3 Beegha 7 Biswa, 2 beegha 19 Biswa 8 biswansi), 7/6/1, (3 Beegha 12 Biswa), 8/9/2, 8/10 8/21/1, 8/21/2, 8/22, 8/ 19, Khasra No. 8/11, 8/20, 8/9/1, 7/16, 8/ 13/ 1, 8/22, 129, 130, 8/ 12, 129/ 1, 129/4, 131/5, 8/9/1, 8/13/2, Plot No. 19, Khasra No. 129, 7/25 8/20, 8/11, 8/10, 7/25, 10/5, 7/15, 7/6/2, 8/12, 9/1/1, Khasra No. 129/4, 129/5, 130, 131, 131/5 situated at Jawahar Nahar, Johripur, Delhi, which is now presently known as Jawahar Nagar Industrial Area. The land of Khasra no. 18/2, 8/9/1, 8/13/2 and 8/12, belongs to the plaintiff and he is the absolute owner thereof. The defendants herein shall execute all or any documents in favour of the plaintiff or his nominee(s) to proclaim the same as such.

9. The Memorandum of family settlement and the site plan will also be the part of this application and the same are annexed herewith as Annexure P-Y & P-Z.

10. That the present application is filed voluntarily and out of free will and volition without any coercion or force.



11. That the present application is filed most bonafide and in the interest of justice.

12. That the parties to the present suit are ad idem and have no dispute of any nature.”

4. Order XXIII, Rule 3 of the CPC authorises the Court to pass a decree on a compromise wherein the parties to the dispute have made an arrangement to settle the dispute. It has been comprehensively stated in the provision that the settlement arrived at should meet the essentials laid down therein, namely, (i) the compromise is lawful (ii) it is reduced in writing (iii) it is duly signed by the parties arriving at the compromise.

5. The settlement has been agreed upon without fear or coercion and the parties appear to have entered into the settlement agreement on their own volition. The parties are present and have been identified by the respective counsel, who confirm the same.

6. The Court is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified Order XXIII, Rule 3 of the CPC. Therefore, the parties shall be bound by the aforesaid settlement agreement.

7. In view of the aforesaid, the civil suit stands decreed in terms of the settlement agreement.

8. The Registry is directed to draw-up a decree sheet.

9. The civil suit along with the pending applications stands disposed of.

10. The date already fixed before the Joint Registrar on 25.11.2025 stands cancelled.

PURUSHAINDR KUMAR KAURAV, J

OCTOBER 29, 2025/aks/amg