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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 344/2019, I.A. 9192/2019, I.A. 9193/2019, I.A. 5438/2022,
I.A. 5439/2022, I.A. 6765/2023
MANAK PORTFOLIOS (P) LTD. & ORS.Plaintiffs

Through: Mr. Gobind Malhotra, Mr. Lovish
Sharma, Mr. Rehan Saifi, Mr.
Gurpreet Singh, Ms. Namrata
Malhotra, Advs

versus

GEETA KATYAL & ANR.Defendants
Through: *Appearance not given.*

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

% **ORDER**
29.10.2025

1. The Plaintiffs have filed the instant suit with the following prayers:-

“(a) A decree of declaration in favour of the plaintiffs and against the defendants declaring the sale deed dated 15.12.2017 registered before Sub-Registrar-VIII vide registration No. 8999, Book No. 1, Volume No. 1297, at page No. 71 to 81 as legally Valid documents of transfer of title (exclusive ownership) of the Residential plot of land bearing No. 16, admeasuring 280.69 Sq. Yds. situated in society, commonly known as Manak Vihar, East Delhi-110092.

And/ or

A decree in favour of plaintiffs and against the defendants, declaring the plaintiffs are exclusive and only rightful owner/ title holder of the residential plot



of land bearing No. 16, admeasuring 280.69 Sq. Yds. situated in society, commonly known as ManakVihar, East Delhi-110092 and the construction raised thereupon by virtue of sale deed dated 15.12.2017.

(b) A decree of grant of peaceful physical possession in favour of I plaintiffs against the defendants and the plaintiffs be put in actual physical possession over the residential plot of land bearing No. 16, admeasuring 280.69 Sq. Yds. situated in society, commonly known as Manak Vihar, East Delhi- 110092 and the construction raised thereon.

(c) A decree of mesne profit in favour of plaintiffs and against the defendants for Rs. 5,40,000/- computed @monthly rent of RS. 30,000/- since 01.01.2018 till the date of filing of suit i.e. June I 2019 and future mesne profit pendente litealongwith 18% of interest till realization of the amount.

(d) A decree of permanent and mandatory injunction in favour of plaintiffs and against the defendants/ their agents from interfering in the peaceful enjoyment of the property/ possession of the property in any other manner to the residential plot of. land bearing No. 16, admeasuring 280.69 Sq. Yds. situated in society, commonly known as Manak Vihar, East Delhi-110092 and the construction raised thereupon.

(e) The cost of the suit be awarded in favour of plaintiffs and against the defendants.

(f) Any other relief(s) which this Hon'ble Court deems fit, just proper and expedient under the facts and circumstances of the case be awarded to the plaintiff. ”

2. During the pendency of the suit, the Parties were referred to the Delhi High Court Mediation and Conciliation Centre.
3. A Settlement Agreement dated 09.09.2025 was entered into between



the parties and is placed on record. The Settlement Agreement dated 09.09.2025 and the requisite documents are being reproduced in its entirety and the same reads as under:

“ SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 09.09.2025

(1) Mrs. Geeta Katyal W/o Mr. Rajiv Katyal and (2) Mr. Rajiv Katyal S/o Late Shri K. L. Katyal both residents of 16, Manak Vihar, Delhi-92 and presently residing at 12, Baldev Park, Parwana Road, Delhi-110051 (hereinafter referred as first part)

AND

(1) Manak Portfolios (P) Ltd. through its authorized signatory Mr. Ram Kishor Sharma having its Regd. Office at 111, Darya Ganj, New Delhi – 110002 & (2) Laddu Gopal Consultants (P) Ltd. through its authorized signatory Shri Jugal Kishore Malani having its registered office at 111, Darya Ganj, New Delhi – 110002 & (3) Arjun Kochhar Buildwel (P) Ltd. through its authorized signatory Mr. Jatinder Kochhar having its registered office at IX. 7116, Ashok Gali, Gandhi Nagar, Delhi – 110031 All three are represented by Mr. Arjun Kochhar, vide Board of Resolution dated 30.08.2025 Original of the same is annexed herewith as Annexure-A (colly) (4) Shri Tarun Babbar S/o Late L.N. Babbar R/o Flat No. 84, Manu Apartments, Mayur Vihar Phase-1, Delhi-110091 & (5) Mr. Himanshu Kochhar S/o Shri Ashok Kumar Kochhar r/o H. No. 134, Pushpanjali Enclave, Delhi-110092, both represented through Mr. ARJUN KOCHHAR, authorized vide Special Power of Attorney DATED 30.08.2025 (Original of the same is annexed herewith as Annexure-B (hereinafter referred as Party of the Second Party.)



WHEREAS the Party of the 1st Part & Party of the 2nd Part are parties to two litigations with respect to suit Property No. 16, Manak Vihar, Delhi-110092 including an FIR No. 152/2018 under Sections 420/467/468/471/120-B IPC, Police Station Anand Vihar against the Party of the 1st Part.

AND WHEREAS the Party of the 1st Part had given an undertaking before the Hon'ble Supreme Court of India to vacate and handover peaceful possession of property no. H.No.16, Manak Vihar, Delhi to the Party of the 2nd Part on or before 23rd May 2025.

AND WHEREAS a Civil Suit titled "Manak Portfolios (P) Ltd. & Ors. Vs. Geeta Katyal & Anr.", CS(OS) 344/2019 filed by Party of the 2nd Part is pending before the Hon'ble High Court of Delhi.

AND WHEREAS the present CS (OS) 344/2019 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order passed by Ld. Joint Registrar, Sh. Gagandeep Jindal.

AND WHEREAS the Parties agreed that Mr. Mayank Goel, Advocate would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS mediation session was held with the Parties and their respective counsel on 01.08.2025, 01.09.2025 and 09.09.2025. The Parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

AND WHEREAS the Parties have been able to amicably resolve all their disputes and differences on the following terms and conditions:—



1. That the parties to this Settlement Agreement have resolved and solved all the pending issues and the grievance of all the parties have been resolved and henceforth, there shall be no ill-will, grievance or grudge of any sort against each other.

2. That the Party of the 1st Part has already handed over vacant, peaceful, and physical possession of Entire Suit Property bearing No. 16, Manak Vihar, Delhi-110092, area measuring 280.69 sq. yds. ("the Property") to the Party of the 2nd Part on 04th June, 2025 and the same has been accepted. The Property is free from any encroachment, third-party occupation, or tenancy and the Party of the 2nd Part is now in sole and exclusive possession and control, with full right to use and deal with the Property as absoluteowner.

3. That the Party of the 2 Part assures the Party of the 1 Part to give statements, sign documents etc. for getting FIR No. 152/2018 under Sections 420/467/468/471/120-B IPC, Police Station Anand Vihar registered against party of the First Part quashed pending before Hon'ble Court of Ld. ACJM, MS. Pragati, KKD Courts, Shahdara. It is confirmed/ reaffirmed by the Party of the 2nd Part that they will cooperate fully in getting the FIR Quashed in the Hon'ble Highs Court of Delhi by appearing in the Court and giving statements.

4. That the party of the First Part shall file quashing petition before the Hon'ble High Court of Delhi preferably within 1 month from the date of execution of the present settlement agreement.

5. That the party of the Second Part shall withdraw the Civil Suit titled 15 "Manak Portfolios (P) Ltd. &Ors. Vs. Geeta Katyal & Anr." CS(OS) 344/2019 filed against the Party of the First Part pending before the Hon'ble High Court of Delhi. Appropriate Application



in this regard shall be filed by the party of the 2 part within 1 month.

6. In view of this Settlement Agreement to refund the court fee under Section 16 of the Court Fees Act, 1870.

7. That the Party of the 1st Part undertakes that neither they nor their legal heirs, successors, or anyone claiming through them shall, now or in future, interfere in any manner with the possession or ownership of the suit Property by the Party of the 2nd Part. They further agree not to raise any objection, dispute, or claim, whether legal, proprietary, or possessory, against the suit Property at any time hereafter.

8. That in the event the Party of the 1st Part or any person claiming through or under them raises any claim, objection, or dispute of any nature whatsoever whether related to ownership, possession, title, or otherwise in respect of the Property, shall be at liberty to seek indemnification for the same from the party of the 1st Part.

9. That the Parties assure each other that they shall not file any litigation against each other with respect to the said dispute in future.

10 That the Parties further agree to withdraw all the legal cases civil or criminal filed against each other and pending in the any District court of Delhi or Hon'ble High Court of Delhi or any other Court in India after execution of this settlement agreement.

11. The Parties agree that they have executed the present settlement agreement by their free will and volition without any force or pressure from anybody. The Parties also agree that they have understood the contents of the present Settlement Agreement as the



same have been explained to them by the Mediator and their respective Counsel in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

12. All the Parties undertake to present themselves before the Hon'ble Court during the court hearing confirming the terms of the Settlement Agreement.

13. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

“CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN MEETING OF THE BOARD OF DIRECTORS OF M/S MANAK PORTOLIOS (P) LTD. HELD ON 30TH DAY OF AUGUST 2025 AT REGISTERED OFFICE OF THE COMPANY AT 111, DARYA GANJ DELHI-110002

Resolved that the company do and hereby authorize Sh. ARJUN KOCHAR to settle or to take any legal action in respect of property No. 16, admeasuring 280.69 sq. Yds, Manak Vihar, East Delhi-110092 on behalf of the company in any court of law/ authority in respect of legal matter of the company.

RESOLVED FURTHER that the said Sh. ARJUN KOCHAR is also authorised to settle the matter in Mediation centre, Hon'ble High Court of Delhi with regard to above mentioned property in terms of the SPA DATED 30.08.2025 in his favor.

Resolved further that the board of directors of the company be and is hereby authorized to do all such



deeds and things as may be deemed expedient and necessary to give effect to this resolution.”

“CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN MEETING OF THE BOARD OF DIRECTORS OF M/S LADDU GOPAL FINVEST (P) LTD. HELD ON 30TH DAY OF AUGUST 2025 AT REGISTERED OFFICE OF THE COMPANY AT 208, JEEVAN VILLA 111, DARYAGANJ, DELHI-110002

Resolved that the company do and hereby authorize Sh. ARJUN KOCHHAR to settle or to take any legal action in respect of property No. 16, admeasuring 280.69 sq. Yds, Manak Vihar, East Delhi-110092 on behalf of the company in any court of law/ authority in respect of legal matter of the company.

RESOLVED FURTHER that the said Sh. ARJUN KOCHHAR is also authorised to settle the matter in Mediation centre, Hon'ble High Court of Delhi with regard to above mentioned property in terms of the SPA DATED 30.08.2025 in his favor.

Resolved further that the board of directors of the company be and is hereby authorized to do all such deeds and things as may be deemed expedient and necessary to give effect to this resolution.”

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN MEETING OF THE BOARD OF DIRECTORS OF M/S ARJUN KOCHHAR (P) LTD. HELD ON 30TH DAY OF AUGUST 2025 AT REGISTERED OFFICE OF THE COMPANY AT IX/7116, GURU NANAK GALI, ASHOK GALI, GANDHI NAGAR, DELHI-110031

Resolved that the company do and hereby authorize Sh. ARJUN KOCHHAR to settle or to take any legal action in respect of property No. 16, admeasuring 280.69 sq.



Yds, Manak Vihar, East Delhi-110092 on behalf of the company in any court of law/ authority in respect of legal matter of the company.

RESOLVED FURTHER that the said Sh. ARJUN KOCHHAR is also authorised to settle the matter in Mediation centre, Hon'ble High Court of Delhi with regard to above mentioned property in terms of the SPA DATED 30.08.2025 in his favor.

Resolved further that the board of directors of the company be and is hereby authorized to do all such deeds and things as may be deemed expedient and necessary to give effect to this resolution.”

“ SPECIAL POWER OF ATTORNEY

This Special Power of Attorney is made and executed on this 30 day of August, 2025 at Delhi:

BY THE FOLLOWING PARTIES (hereinafter collectively referred to as the "Executants"):

1. MANAK PORTFOLIOS (P) LTD., a company incorporated under the Companies Act, having its registered office at 111, Darya Ganj, Delhi - 110002 (PAN No. AAACM5915H), through its Directors (1) Shri Jai Prakash Narayan Singh and (2) Shri Ninkit Garg, holding 21% share;

2. LADDU GOPAL CONSULTANTS PRIVATE LIMITED, a company incorporated under the Companies Act, having its registered office at 111, Darya Ganj, Delhi - 110002 (PAN No. AACCL8882C), through its authorized signatory Shri Jugal Kishore Malani, S/o Shri Durga Prasad Malani, R/o Ward No. 34, Makan No. 341, Paithankar Gali, Shanwara, Jaystambh, Burhanpur, Madhya Pradesh - 450331 (UID No. 2538 9327 8785), holding 10% share;



3. *ARJUN KOCHHAR BUILDWELL PRIVATE LIMITED*, a company incorporated under the Companies Act, having its office at IX/7116, Ashok Gali, Gandhi Nagar, Delhi - 110031 (PAN No. AAHCA8214E), through its Director Shri Jitender Kochhar, S/o Late Shri Amrit Lai Kochhar R/o House No. B-62, Upper Ground Floor, Swasthya Vihar, Delhi -110092 (UID 7731 4060 7591), holding 23% share;

4. *SHRI TARUN BABBAR*, S/o Late Shri L.N. Babbar, R/o Flat No. 84, Manu Apartments, Mayur Vihar, Phase- I, Delhi - 110091 (UID No. 9922 4069 1580) (PAN No. ALCPB4908M), holding 23% share;

5. *SHRI HIMANSHU KOCHHAR*, S/o Shri Ashok Kumar Kochhar, R/o House No. 134, Pushpanjali Enclave, Delhi - 110092 (UID No. 4765 5762 7527) (PAN No. APMPK0013N), holding 23% share;
(Hereinafter jointly and severally referred to as the "Executants/Owners")

IN FAVOUR OF

SHRI ARJUN KOCHHAR, S/o Shri Jitender Kochhar, R/o B-62, Upper Ground Floor, Swasthya Vihar, Delhi - 110092 (hereinafter referred to as the "Attorney")

WHEREAS the Executants are the joint owners/co-owners of property situated at 16, Manak Vihar, Delhi - 110092 and are required to represent themselves before authorities, mediation forums, and court of law in respect of certain ongoing or prospective proceedings relating to the said property;

NOW THIS SPECIAL POWER OF ATTORNEY WITNESSETH AS UNDER;

1. That the Executants hereby appoint, nominate and constitute Shri Arjun Kochhar as their true and lawful Attorney to act for and on their behalf, jointly and



severally, for the purposes stated herein.

2. The Attorney is authorized to appear before any court of law, mediation centre, authority, forum, tribunal or legal proceeding, to present the Executants' case, file reply, make statements, give undertakings, affidavits, documents, and do all other acts necessary or incidental in relation to the proceedings concerning Property No. 16, Manak Vihar, Delhi- 110092.

3. The Attorney is empowered to engage and appoint legal counsel/advocates, sign vakalatnamas, petitions, affidavits, compromise or settlement applications, or any other document required for effective representation.

4. The Attorney may attend mediation sessions, make proposals, give consents, or decline settlement offers based on his' best judgment in the interest of the Executants.

5. The Executants hereby declare that all actions taken or performed by the Attorney within the scope of this authority shall be binding upon them as if done by themselves.

6. This Special Power of Attorney shall remain valid and effective until revoked in writing by the Executants.

IN WITNESSES WHEREOF THE EXECUTANT have signed this Special Power of Attorney on the day month and year first above written in the present of the following witnesses.”

4. Mr. Arjun Kochar/Plaintiff No.3 is present in Court today. He states that he has been authorized as Power of Attorney on behalf of all the Plaintiffs to represent them in Court today.

5. Mr. Rajiv Katyal/Defendant No.2 is present in Court today and Mrs.



Geeta Katyal/Defendant No.1 has joined through Video Conferencing.

6. The Parties have stated in unison that they have entered into this agreement without any coercion or influence. They state that they have understood the contents of the agreement and are ready to abide by the terms and conditions of the Settlement Agreement.

7. Their statements have been recorded separately.

8. In view of the Settlement Agreement and statements given by Mr. Arjun Kochar/Plaintiff No.3 and Mr. Rajiv Katyal/Defendant No.2 in Court, the Suit is disposed of as withdrawn along with pending application(s), if any.

9. Let the decree sheet be drawn accordingly.

10. Since the Parties have settled the matter, the Plaintiffs would be entitled to the refund of court fee under Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

OCTOBER 29, 2025

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