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

+ **W.P.(C) 13660/2021 & CM APPL. 17118/2025**

SHRI GURU SINGH SABHA (SOCIETY)Petitioner

Through: Mr. Gurbaksh Singh with Mr. Arjun
Dhamija, Advocates.

versus

**MUNICIPAL CORPORATION OF DELHI(WEST ZONE) &
ORS.**Respondents

Through: Mr. Kapil Dutta with Mr. Vansh
Luthra, Advocates for
respondent/MCD.
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Ms. Manu Nayar with Mr. Nitin
Kumar, Advocates.
Mr. Anubhav Gupta, Panel counsel
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Mr. Anish Dhingra, Mr. Nakul Ahuja,
Advocates for R-2-DDA

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
% **25.03.2025**

**CM APPL. 17118/2025 (Application seeking to dispose of the petition in
terms of the compromise arrived at between the parties)**

1. The present is an application on behalf of the parties under Order
XXIII Rule 3, read with Section 151 of the Code of Civil Procedure, 1908,



(“CPC”), to dispose of the petition, in terms of the compromise arrived at between the parties.

2. Learned counsels appearing for the parties submit that the parties have amicably resolved all their disputes and have settled all the matters relating to the subject matter of the present petition before the Delhi High Court Mediation and Conciliation Centre. The copy of the Settlement Agreement dated 18th March, 2025, between the parties has been placed on record, relevant portions of which, read as under:

“xxx xxx xxx

a) *It is agreed by the Second Party, First Party and Confirming Party that residential Flats bearing no.186-A, 187-A, and 188-A, DDA MIG FLATS, Rajouri Garden, New Delhi-110027 shall be used and maintained in accordance with the applicable Building Bye-laws, MCD Act, Master Plan, and the established under the applicable laws.*

b) *The Second Party has submitted before the Hon’ Court as per order dated 02.12.21 that the property at 186-A has not been converted into a Gurudwara and it will be utilized only as per permissible norms as per law. As per the affidavit filed by South Delhi Municipal Corporation dated 07.04.2022, in compliance to the Hon’ High Court order dated 02.12.21, the Second party has submitted that the premises in question is not being used as a Gurudwara. The Second Party undertakes that the Second Party shall abide and will be bound by the said statement given by their counsel before the Hon’ble High Court on 02.12.21 in WP(C) 9088/2020.*

c) *Due to the peculiar location of these three flats, half portion of which falls outside the periphery of the society, the Parties recognize the need to enhance the safety, security, and privacy of their residences. Therefore, they agree to put in place the necessary security measures for the passage at the backyard of these flats 186-A, 187-A, and 188-A. This is to prevent unauthorized access and ensure the safety, security and privacy of the residents and their families. All parties undertake to put necessary security measures in accordance with the law.*

d) *It is agreed that the parties unequivocally state that all the cases/complaints/proceedings if found to be pending before any forum or authority or court, the same shall be deemed to have been settled in terms of the present settlement agreement and the parties would file appropriate*



applications for disposal of all such cases in terms of the present settlement.

e) The Parties agree and undertake that they shall not press any claim qua the dispute in their Writ Petitions being WP(C) 9088/2020 and WP(C) 13660/2021 filed by them against each other and the same shall be disposed of in terms of the present Settlement Agreement. The parties will submit this Settlement Agreement via joint application/joint request for disposing off/withdrawal of their respective Writ petitions in the Hon' High Court, immediately before the next date of hearing/or on the next date of hearing.

f) The Parties understand and agree and also undertake to abide by the terms of this Present Settlement Agreement voluntarily, without any duress, stress or undue influence on the part or behalf of anyone. Parties acknowledge that each Party has read this Agreement & understands the terms and consequences of this Agreement and each Party is fully aware of the legal and binding effect of this Agreement, any breach of the Settlement Agreement will amount to Contempt of Court and breach of undertaking given to Hon' High Court.

g) The Parties have agreed that they are entering into this present Settlement Agreement voluntarily, out of their own free will and volition. The Parties further state that they have understood the contents of the present Settlement Agreement as the same have been explained to them and have been read to both parties in vernacular, by the Mediator and their respective counsels, in, the presence of each other.

xxx xxx xxx"

3. Accordingly, it is held that both the parties are held bound by the terms of the settlement and that they shall not violate the terms of the settlement.

4. With the aforesaid directions, the present writ petition, along with the pending application, is disposed of, in terms of the aforesaid Settlement Agreement.

MINI PUSHKARNA, J

MARCH 25, 2025

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