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

+ **CS(OS) 516/2024, I.A. 32201/2024, I.A. 48086/2024 and I.A. 6703/2025**

SMT. SUSHMA GUPTA

.....Plaintiff

Through: Ms. Payal Jain, Mr. Anish Poddar and
Mr. Sumit Kumar, Advs. with
plaintiff in person

versus

SMT. SHASHI PRABHAKAR & ANR.

.....Defendants

Through: Mr. Anant Singh and Mr. Vedant
Choudhary, Advs. for D-1

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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24.04.2025

1. The parties to the instant suit are present with their counsel, in the Court and they unequivocally stated that they have entered into a memorandum of family settlement dated 23.04.2025.
2. However, the said memorandum of family settlement is not available in the digital record of the Court. Let the same be placed in the digital record of the Court.
3. The Court finds that the memorandum of family settlement meets the ingredients of Order XXIII, Rule 3 of the Code of Civil Procedure, 1908. Order XXIII, Rule 3 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.

4. The memorandum of family settlement has been agreed upon without fear or coercion and the parties appear to have entered into it on their own volition.

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

6. In addition, learned counsel for the parties further submits that pursuant to the memorandum of family settlement they have also entered into an agreement to sell with M/s LA CASSA Construction LLP.

7. Let the agreement to sell executed between the parties to the suit and the M/s LA CASSA Construction LLP also be brought on the digital record of the Court.

8. In view of the above, learned counsel for the plaintiff prays for liberty to withdraw the instant suit.

7. In view of the aforesaid, the civil suit stands dismissed as withdrawn, along with pending applications.

PURUSHAINdra KUMAR KAURAV, J

APRIL 24, 2025/DPA/MJ

Click here to check corrigendum, if any