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

+ **CS(OS) 572/2024**

MRS. S. GEETHA AND ORS

.....Plaintiffs

Through: Dr. Alex Joseph, Mr. Mayank Dwivedi, Ms. Albina Sebastian and Ms. Supriya Verma, Advs.

versus

MRS. LEKSHMI MANI AND ANR.

.....Defendants

Through: Ms. Deboshree Saha and Mr. Anmol Bansal, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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16.12.2025

CS(OS) 572/2024 & I.A. 34102/2024, I.A. 1169/2025, I.A. 12621/2025,

I.A. 31424/2025 & I.A. 31424/2025

1. I.A. 31424/2025 has been jointly filed by the parties Order XXIII Rule 3 of the CPC for passing a Decree in the present Suit in terms of the Memorandum of Understanding dated 25.11.2025 entered into between the parties. The present Application has been signed by all the parties.

2. The present Suit is one for partition of the Suit schedule properties by metes and bounds. It is stated that during the pendency of the present Suit, the parties have entered into a Memorandum of Understanding dated 25.11.2025. The terms of the said Memorandum of Understanding are reproduced herein and the same reads as under:

“This Memorandum of Understanding (“MoU”) for



recording the terms of settlement is entered into on this 25th day of November 2023; (Effective Date)

BY AND BETWEEN

1. S. Geetha, W/o Late P .D Easwarn aged 58 years, Flat No.6152/4, 1st Floor, Santushti Apartments, Sector D, Pocket-6, Vasant Kunj, New Delhi —110070

2) AE Sharan, S/o. Late P.D. Easwaran, Aged 32 years, Flat No.6152/4, 1st Floor, Santushti Apartments, Sector D, Pocket-6, Vasant Kunj, New Delhi —110070

3. Vishnu AE, S/o. Late P.D. Easwaran, Age 29 years, Flat No.6152/4, 1 Floor, Santushti Apartments, Sector D, Pocket-6, Vasant Kunj, New Delhi —110070

(hereinafter referred to as "PARTY-A", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The above mentioned parties are hereinafter collectively referred to as the "Parties" and individually as a "Party-A".

1. PE Lakshmi Mani, W/o. Late Sh DS Mani, Aged 87 years, Flat No. 1330, Ground Floor, Sector D, Pocket - 1, Vasant Kunj, New Delhi —110070

2. PD Hariharan, S/o. Late Sh DS Mani, Aged 66 years, Flat No. 1330, Ground Floor, Sector D, Pocket - 1, Vasant Kunj, New Delhi —110070

(hereinafter referred to as "PARTY-B", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors



and permitted assigns); The above mentioned parties are hereinafter collectively referred to as the “Parties” and individually as a “Party-B”.

1. That the Party-A includes the wife and two children of Late P.D. Easwaran, younger son of Late D.S. Mam and PE Lakshmi Mani.

2 That the Party-B includes the wife of Late D.S. Mani and Elder son of Late D.S. Mani and PE Lakshmi Mani.

3. That the younger son P. D Easwaran of Late D.S. Mani and PE Lakshmi Mani had died on 20.02.2014.

4. That the dispute arose after the death of Late P.D. Easwaran, whereby the Party-A filed a Suit for Partition before the Hon’ble High Court of Delhi in the year 2024, being CS(OS) No.572 of 2024, in regard of Flat No.1330, Ground Floor, Sector-D, Pocket-1, Vasant Kunj, New Delhi-110070, though the fiat stands in the name of Smt. PE Lakshmi Mani as per the title documents.

5. By That similaily a claim was raised on the Flat No.6152/4, 1st Floor, Santushti Apartments, Sector D, Pocket-6, Vasant Kunj, New Delhi—110070, purchased in the name of P.D. Easwaran and S. Geetiia and a suit was filed by PE Lakshmi Mani before the Ld. District and Sessions Judge, Patiala House Courts, New Delhi in the year 2025, being CS No.392 of 2025 for partition.

6. Both the parties have settled their claims through the present MOU, whereby parties agree to withdraw both the cases and any disputes pertaining to the above-mentioned properties within two weeks of signing of



this MOU by all the Parties.

7. Party-A has agreed to accept the One Time Full and Final Settlement of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) towards the property Flat No.1330, Ground Floor, Sector-D, Pocket-1, Vasant Kunj, New Delhi-110070. It is agreed between parties, that Party-A shall receive the above amount on or before the registration of the sale deed of the property bearing Flat No.1330, Ground Floor, Sector-D, Pocket-1, Vasant Kunj, New Delhi- 110079 from Party-B. It is agreed between the parties that thereafter on receipt of the above said payment of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only), from sale of above property, Party-A will have no right, interest or any claim thereafter from Party-B. Party-A hereby agrees and undertakes to withdraw their complaint before the Sub-registrar office alleging dispute over the property of party number 1 among Party-B immediately on signing this MOU, and in any event no later than within one (1) week from the date of signing this MOU.

8. Further, it has been agreed between the parties that no claim/right shall accrue in the movable as well as immovable properties purchased by Party-B, before or after the execution of this Memorandum of Understanding.

9. Further, it is also agreed among party number among Party- B, PE Lakshmi Mani that she hereby relinquishes all her rights in Flat No.6152/4, 1^o Floor, situated at Santhushti Apartments, Sector-D, Pocket-6, Vasant Kunj, New Delhi- 110070, admeasuring 850 Sq. ft along with a scooter garage, once the document for withdrawing CS No.392 of 2025 is submitted to the court. Party Number 1 among Party-A, Smt. S. Geetha gets absolute, valid and undisputed title of Flat No.



*6152/4, 1st Floor, situated at Santhushti Apartments,
Sector-D, Pocket-6, Vasant Kunj, New Delhi-110070*

10. Party B hereby agrees that any advance sale consideration received during the course of the sale of the property, 1/3 of the said amount will be paid to Party- A forthwith towards the settlement claim of said Rupees Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only), such payment will be made equally to all the parties in Party- A by way of bank transfer / cash. Party-A will provide bank details of all members among Party-A. Whenever the amount pays in cash, receipt signed by Party-A shall be issued to Party Number | among Party-B and on complete payment of the said Rs.1,10,00,000/- Party-A shall issue a letter acknowledging the said total payment of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) to Party Number 1 among Party-B.

11. In the event that the buyer withdraws from the contract after paying the advance amount, such amount shall be repaid to the buyer in the manner in which it is received by Party-A and Party-B. Party-A hereby agrees that the amount received by them will be returned to Party-B, and Party-A and Party-B will continue with the terms of the MOU and will search for a future buyer wherein, the amount payable to Party-A will be Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) and in such eventualities the validity of this MOU shall be for one year i.e. from 25" November 2025 to 24" November 2026. Thereafter, to continue the validity of this MOU Party-B agrees to give 5% of the said amount of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) i.e. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) as additional amount to Party-A for the succeeding year and thus there shall be an increase of 5% on aggregate amount for every year thereafter subject to property rate is being



maintained or increased.

12. That any legal dispute pending between the Party-A herein and Party-B herein shall come to an end after the execution of this Memorandum of Understanding for SETTLEMENT and the parties are at liberty to enforce the above Memorandum of Understanding FOR SETTLEMENT through the competent civil court.”

3. This Court has gone through the Memorandum of Understanding dated 25.11.2025 (MoU) and finds that the said MoU is a lawful agreement and, therefore, I.A. No. 31424/2025, under Order XXIII Rule 3 of the CPC for disposing of the present Suit in terms of the Memorandum of Understanding dated 25.11.2025 is allowed.

4. The parties are bound by the terms of the Memorandum of Understanding.

5. In view of the above, the Suit is decreed in terms of the settlement entered into between the parties.

6. Let a Decree Sheet be drawn in terms of the Memorandum of Understanding dated 25.11.2025.

7. Accordingly, the present Suit is disposed of along with the pending applications.

8. The dates already fixed, if any, in the matter before this Court as well before the learned Joint Registrar stands cancelled.

SUBRAMONIUM PRASAD, J

DECEMBER 16, 2025

Rahul

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