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

+ **CS(OS) 757/2022 & I.A. 20398/2022 I.A. 13849/2025**

MRS PARVEEN KAUSHAL

.....Plaintiff

Through: Ms. Reenu Kumar, Ms. Deepika Jain,
Mr. Atul Bandhu, Advocates

versus

SHRI PARDEEP SHARMA & ORS.

.....Defendants

Through: Mr. Rajendu, Advocate for D-2 to 5

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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28.05.2025

CS(OS) 757/2022

I.A. 13849/2025 (Under Order XXIII Rule 3 CPC)

1. This is an application filed under Order XXIII Rule 3 of Code of Civil Procedure, 1908 ('CPC') filed by the parties, seeking a decree in terms of the settlement arrived at between them and recorded in the Settlement Agreement dated 07.02.2024.
2. The present caption suit, was instituted by the plaintiff seeking partition of the estate left behind by Late Shri Satyapal Sharma, comprising inter alia the property bearing no. B-39, Gali No. 3, Jagatpuri, Delhi-110051 (hereinafter referred to as 'suit property')
3. It is stated that on joint request by of the parties, the matter was referred to Mediation under the aegis of Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') vide order dated 24.08.2023.
4. It is stated that with the assistance of the Mediator, the parties arrived



at an amicable settlement which has been reduced into writing in the form of a Settlement Agreement dated 07.02.2024. The said Settlement Agreement is placed on record and is duly supported by affidavits of the plaintiff and defendant nos. 1, 2, 4 and 5.

5. It is stated that defendant no. 3, Mr. Bhavya Sharma, is a minor, and is being represented through his natural guardian and mother, defendant no. 2, Ms. Manjusha Sharma. It is further stated that defendant no. 2 has no interest adverse to that of the minor. Accordingly, she is appointed as guardian ad litem for defendant no. 3 under Order XXXII Rule 4 CPC.

6. Learned counsel for the plaintiff appear through video conferencing. He states that the dispute pertains to the estate of Late Shri Satyapal Sharma, and the parties herein are his only Class I legal heirs.

7. The plaintiff has joined the proceedings through video conferencing. She is stated to be unwell and therefore homebound. She has, however, interacted with the Court and confirmed the execution of the Settlement Agreement voluntarily and without coercion. Mr. Sanjay Kaushal, husband of the plaintiff, also joined the proceedings *via* video conferencing to facilitate her participation.

8. Defendant nos. 1 and 2 are present in person and have confirmed the terms of the settlement. Defendant nos. 4 and 5 are stated to be appearing for academic examinations and hence not present. Their affidavits in support of the settlement are, however, on record.

9. Plaintiff, defendant nos. 1 and 2 have been duly identified by their respective counsels.

10. Learned counsel for the parties state that subject matter was a suit property i.e., property bearing no. B 39 Gali No. 3, Jagatpuri, Delhi- 110051



which has been demolished and reconstructed in collaboration with the builder and the newly built-up floors have been allocated to the parties in full and final partition to the suit properties. The relevant terms read as under: -

“II. That as per the MOU the Parties have decided to get the said Suit Property re-constructed from the builder comprising of four shops, upper ground floor, first floor, second floor, third floor and terrace alongwith covered car and scooter parking as mentioned in MOU dated 05.02.2024.

III. The Parties have agreed and decided that after the construction of the suit property and four shops they shall divide the floors in the following manner:

- a. Upper Ground Floor : Builder and second shop from Gali No.3
- b. First Floor : Second Party and corner shop towards Gali No.2
- c. Second Floor: First Party and shop from Gali No.2
- d. Third Floor and terrace: Third Party and corner shop towards gali no.3

IV. The Parties agree that after construction of the suit property and four shops upto fifth floor as agreed, the Parties to the present Settlement Agreement shall execute sale deed within 10 days in favour of the builder or his nominee for the second shop from gali no.3 and the Parties to the present Agreement shall execute Sale Deed of the share of the Builder i.e. upper ground floor on completion of entire construction work as per the Annexure-A (Colly).

.....

VI. The parties hereto state that they have no further claims or demands against each other, and all the disputes and differences have been amicably settled by the Parties.”

11. He further states that all claims among the parties, including rights, title, or interest in the estate of Late Shri Satyapal Sharma, have been amicably settled the matter in full and final terms.

12. Parties confirm that with this settlement all their rights and claims qua the estate of late Shri Satyapal Sharma stands satisfied.

13. The Court has interacted with the parties. They have confirmed that the settlement has been arrived at voluntarily, after obtaining legal advice,



and undertake to abide by its terms. The suit property is stated to be at the final stage of finishing/construction and parties will soon get the possession of the suit property.

14. The Court has perused the agreement and is satisfied that the settlement is lawful, voluntarily entered into, and meets the requirements of Order XXIII Rule 3 CPC.

15. The suit is decreed in terms of the Settlement Agreement dated 07.02.2024 read with the MOU and Property Development Agreement dated 05.02.2024, which shall form part of the decree. The agreements are marked as Ex.C-1/Colly

16. The Registry is directed to draw up a decree in terms of this order. The Settlement Agreement and MOU dated 05.02.2024 shall form part of the decree.

17. It is stated by learned counsel for the plaintiff that since the court fees paid is nominal, no prayer is being made for refund under Section 16 of the Court Fees Act, 1870. The statement is taken on record.

18. Pending applications stands disposed of.

19. Future dates stand cancelled.

MAY 28, 2025/mt/akp

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)