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

+ **CS(OS) 69/2025**

NARESH KUMAR GUPTA

.....Plaintiff

Through: *Appearance not given*

versus

RAKESH KUMAR GUPTA

.....Defendant

Through: Mr. Shahryar Khan and Mr Anas Khan, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

08.12.2025

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I.A. 30546/2025

1. The present application under Order XXXII Rule 3 of the Code of Civil Procedure, 1908, has been jointly filed by the parties for recording of compromise and passing of decree in terms of the Settlement Agreement dated 02.09.2025.
2. The instant Suit is for a decree of partition of a property bearing no. 106, Defence Enclave, Vikas Marg, Shakarpur, East Delhi, Delhi – 110092.
3. During the pendency of the Suit, the parties were referred to mediation, where parties have settled their disputes vide a Settlement Agreement dated 26.09.2025. The Settlement Agreement dated 26.09.2025 reads as under:



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**DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI**

Date: 26.09.2025

M & C File No. 1303/25

CS(OS) 69/2025

Naresh Kumar Gupta Vs. Rakesh Kumar Gupta

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 26.09.2025.

BETWEEN

NARESH KUMAR GUPTA, S/o LATE SH. QIMAT RAI GUPTA, H. NO. 106, DEFENCE ENCLAVE, VIKAS MARG, SHAKARPUR, EAST DELHI, DELHI 110092 (HEREINAFTER CALLED THE FIRST PARTY)

AND

RAKESH KUMAR GUPTA, S/o LATE SH. QIMAT RAI GUPTA, H. NO. 106, DEFENCE ENCLAVE, VIKAS MARG, SHAKARPUR, EAST DELHI, DELHI 110092 (HEREINAFTER CALLED THE SECOND PARTY)

The expression of the parties mentioned above shall include their legal heirs, successors, representatives and assigns etc.

WHEREAS the above said First Party and Second Party are the real brothers and residing in the above said Property i.e. H. No. 106, Defence Enclave, Vikas Marg, Shakarpur, East Delhi, Delhi 110092 (Suit Property).

AND WHEREAS the aforesaid property was owned and registered in the name of father of the parties, Late. Sh. Qimat Rai Gupta, under the terms of



Registered Conveyance Deed dated 12.09.1994, plot admeasuring 190 Sq. Yds., which has been built up in ground floor, first floor alongwith open terrace.

AND WHEREAS the father of the Parties got expired on 19.01.2005 leaving behind a Will dated 15.03.2000 thereby bequeathing the said property equally in favour of the First Party and Second Party. Subsequently, Lt. Smt. Vidya Rani, Mother of the Parties has also expired on 11.05.2010.

AND WHEREAS certain disputes had arisen between the First Party and the Second Party which resulted in filing of the Civil Suit being CS(OS) No. 69/2025 before the High Court of Delhi. The said suit has been filed by the First Party, inter alia, praying for the partition of the said property in terms of the said Will and, as on today, the same is pending adjudication.

AND WHEREAS the Suit bearing No. CS (OS) 69/2025 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 28.04.2025 passed by the Ld. Joint Registrar (Judicial), DHJS, High Court of Delhi.

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

AND WHEREAS comprehensive mediation sessions were held on 07.05.2025, 23.05.2025, 04.07.2025, 22.07.2025, 02.09.2025, 22.09.2025 and 26.09.2025 with the Parties and their respective Counsel in the presence of the Ld. Mediator. Parties with the assistance of the Ld. Mediator and



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proactive participation of their counsel, have voluntarily arrived at an amicable solution resolving the disputes and differences on the following terms and conditions:-

- (i) Both the Parties have agreed and confirmed to abide by the Will dated 15.03.2000 of their father Late. Qimat Rai Gupta which is acknowledged as the last and final Will of the deceased. Accordingly, the First Party and Second Party further agree and confirm that they are the equal owners of the said property having equal undivided share therein of the Suit Property.
- (ii) Parties have agreed to amicably partition the aforesaid property in the following manner:
 - a) The ground floor built up portion inclusive of front and back courtyards, and the water well and pump etc. installed in the back courtyard) shall belong to and go the share of the Second Party, who is already in possession thereof as shown in blue color is shown in the plan annexed herewith as **Annexure A**.
 - b) The first floor built up portion shall belong to and go the share of the First Party, who is already in possession thereof as shown in yellow color is shown in the **Annexure A**.
 - c) The open terrace/roof above the first floor shall be held in joint and equal ownership by both the Parties thereof as shown in green color is shown in the **Annexure A**.
 - d) It is agreed that the front lawn as well as drive way and staircase alongwith access to the first floor and terrace portion shall



remain in joint ownership and possession of the Parties, which is shown in pink color in **Annexure A**.

- (iii) It is agreed between the Parties that before making any structural addition/alteration/demolition in the suit property, the concerned party shall obtain prior consent from the other party.
- (iv) It is also agreed that in case the Second Party wishes to erect any temporary structure on the open terrace for storing his goods, the same shall be previously mutually agreed upon between both the Parties which shall however not tantamount to granting any additional right/interest to the Second Party beyond what is being settled by this present Settlement. The Second Party shall remain bound to remove the said temporary structure if so requested by First Party at a later stage.
- (v) It is confirmed by the Parties that the original title documents i.e Conveyance Deed dated 12.09.1994 pertaining to the suit property and Will dated 15.03.2000 are in the custody and possession of the Second Party who shall continue to keep the same in safe custody. The Second Party shall remain obliged and bound to produce the said documents for inspection thereof upon the request of First Party.
- (vi) Parties confirm that they have already got mutated the suit property with MCD in their respective names in terms of the aforesaid Will. Parties further agree that they shall continue to bear and pay the Property Taxes and other levies charges to the concerned authority in respect of their respective partitioned portions.



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- (vii) Parties further confirm that presently there are two electricity connections/meters and also two water connections/meters already installed in the suit property in the name of Late Qimat Rai Gupta. Parties agree that they shall apply to the concerned utility/authorities for mutation or fresh grant of one electricity connection/meter and one water connection/meter in the names of First Party and Second Party respectively. Both the Parties shall cooperate with each other in regard to the compliance/documentation with the concerned utility/authority for the above said purpose.
- (viii) It has been agreed between the Parties that they shall pray to the Hon'ble Court that the present suit being CS(OS) No. 69/2025 be decreed in terms of the present Settlement Agreement.
- (ix) The First Party and Second Party further covenant that they, their heirs, successors or assigns shall not obstruct, or otherwise interfere with each other's possession and enjoyment of the said partitioned share of the Property in terms of the present Settlement Agreement.
- (x) The Parties hereby acknowledge, confirm and record that, they have, out of their own free will consented and reached the present amicable settlement and accordingly are entering into this Settlement Agreement, without any duress, force or coercion of any sort, whatsoever.
- (xi) The Parties have duly executed this Settlement Agreement, and as such this Agreement constitutes the valid and binding obligation of such Party, enforceable against it in accordance with its terms.



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- (xii) Neither the Parties nor even any of their representatives, assigns, legal heirs, successors, administrators, etc. would at any time, even in future, challenge these terms and conditions, on any ground, whatsoever, and/or in any manner, whatsoever, and would always remain bound by them.
- (xiii) The terms of the present agreement have been read by the parties and additionally the same have been made explained to them in vernacular.
- (xiv) The parties have settled all their disputes and differences amicably out of their own volition, without any force, coercion, pressure, undue influence etc. from any quarter whatsoever.
- (xv) This Settlement fully records all the terms agreed between the Parties and the Parties agree to implement all the terms in their true letter and spirit. Parties also agree to fully cooperate with each other and sign and produce any requisite documents as may be required before any public authority.
- (xvi) The Parties agree to be bound by the terms of Settlement and agree not to challenge the same before any authority or any Court of Law.]

PARTIES SIGNATURES

4. The present application has been signed by the Plaintiff and the Defendant as well as by their respective Counsels acknowledging the contents of the Settlement Agreement dated 26.09.2025.

5. The Plaintiff and Defendant have joined the proceedings today through video-conferencing and state that they have read and understood the



contents of the Settlement Agreement dated 26.09.2025, they agree to abide by the terms contained therein and that the Settlement Agreement dated 26.09.2025 has been entered into without any force or compulsion.

6. In view of the application duly signed by the Plaintiff and the Defendant, the affidavits supporting the Application and in view of the fact that the parties who have joined through the video-conferencing have been identified by the learned Counsel for the Plaintiff, this Court is inclined to dispose of the Suit in terms of the Settlement Agreement dated 26.09.2025. Pending applications, if any, also stand disposed of.

7. Let the Decree Sheet be prepared accordingly.

8. The parties shall be bound by the terms of the Settlement Agreement dated 26.09.2025.

9. Since the parties have settled the matter, the Plaintiff shall be entitled to the refund of Court Fees in terms of Section 60 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

DECEMBER 8, 2025

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