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

+ **RFA 443/2016 & CM APPL. 39601/2025**

SAVITRI DEVI

.....Appellant

Through: Mr. Thakur Sumit, Adv. with
appellant Smt. Savitri Devi in
person.
Mob: 9968454481
Email: thakursumit79@gmail.com

versus

RAJ BALA

.....Respondent

Through: Mr. Sunil Agarwal, Adv. with Smt.
Rajbala, respondent in person with
her son Shri Sachin Agarwal.
Mob: 9810103765

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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09.07.2025

RFA 443/2016 & CM APPL. 39601/2025

1. The present application has been jointly filed on behalf of the appellant and respondent, under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), for recording of compromise/settlement arrived at between the parties.
2. The submissions of the parties with regard to the compromise between them, as given in the present application, is reproduced as under:-

"xxx xxx xxx"

3. That the parties have amicably settled/resolved/compromised the dispute qua the suit property i.e. the agricultural land admeasuring 1 Bigha and 10 Biswa situated at Village Singhu, Delhi (hereinafter



referred to as “suit property”) and in terms whereof, the respondent has agreed to convey/ transfer/ confer her all rights, title, interest and ownership qua the suit property, in favour of the Appellant or in favour of the person(s) nominated by her by executing the Sale Deed and/or other required document(s)/deed(s), if any, in favour of the appellant or in favour of the person(s) nominated by her, within the period of 6 months from the date recording of settlement by this Hon'ble Court, for a total sale consideration of Rs.13,00,000/- (Rupees Thirteen Lakhs).

4. That out of said agreed sale consideration, a sum of Rs.2,00,000/- (Rupees Two Lakhs) shall be paid by the Appellant to the Respondent by way of cheque before this Hon'ble Court at the time recording of settlement and the balance amount of Rs.11,00,000/- (Rupees Eleven Lakhs) shall be paid by the Appellant to the Respondent at the time of execution and registration of the sale deed in favour of the Appellant or her nominee(s) before the concerned Sub-Registrar.

5. That the Appellant shall pursue for "No Objection Certificate" and complete other related formalities at her own cost and the Respondent undertakes to extend full cooperation in all 1nanner for the said purpose as and when required and also make herself available, if required.

6. That this compromise is being arrived at by and between the parties, without prejudice of their respective rights in the appeal , as in case for any reason the present settlement/compromise does not get completed, then the parties shall be at liberty to proceed with the present appeal for adjudication on merits.

xxx xxx xxx”

3. Learned counsel for the appellant submits that in terms of the aforesaid settlement between the parties, a Demand Draft for a sum of Rs. 2,00,000/-, is being handed over to the respondent before this Court.
4. Learned counsel appearing for the respondent in the presence of respondent accepts the aforesaid Demand Draft.
5. This Court has interacted with the parties, who are present in Court, duly identified by their respective counsels. The parties, who are present in Court, duly confirm the fact of their settlement and compromise.



6. Accordingly, both the parties are held bound by the terms of the compromise/settlement.
7. Thus, this Court notes that no further orders are required to be passed in the present appeal.
8. In case there is any non-compliance of the aforesaid compromise/settlement by any party, the affected party shall have the liberty to seek remedy, in accordance with law.
9. Accordingly, the present appeal, along with pending application, stands disposed of, as settled.

MINI PUSHKARNA, J

JULY 9, 2025/SK