



\$~7 & 8

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

+ RFA 308/2016

ANITA SHARMA @ GAUR

.....Appellant

Through: Mr. O.P. Aggaral, Mr. Ashish
Aggarwal and Mr. Joney, Adv.
(Through VC)

versus

AJEET SAGAR & ORS.

.....Respondents

Through: Ms. Renu Gupta and Ms. Carina
Arora, Adv.

8

+ RFA 309/2016

ANITA SHARMA @ GAUR

.....Appellant

Through: Mr. O.P. Aggaral, Mr. Ashish
Aggarwal and Mr. Joney, Adv.
(Through VC)

versus

AJEET SAGAR

.....Respondent

Through: Ms. Renu Gupta and Ms. Carina
Arora, Adv.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

03.11.2025

1. Settlement Agreement dated 01st November, 2025 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The terms of settlement between the parties, as recorded in the said



Settlement Agreement dated 01st November, 2025, are reproduced as under:

“xxx xxx xxx

A. At the outset, through the Agreement to Sell dated 30.10.2025, it has been agreed between the parties that the proceeds from the sale of the Subject Property will be divided in the following manner:

- i. 45% to the First Party, i.e. amount of Rs. 22,50,000
- ii. 55% to the Second Party, i.e. amount of Rs. 27,50,000/-.

B. The Second Party has received an amount of Rs. 3,00,000/- (Rupees Three Lakhs only) on the signing of the Agreement to Sell dated 30.10.2025 towards the part consideration of the sale of the Subject Property.

C. The First Party has also received an amount of Rs. 2,00,000/- (Rupees Two Lakh only) on the signing of the Agreement to Sell dated 30.10.2025 as part of the settlement.

D. It has been mutually agreed between the parties that the remainder of the sale proceeds will be divided as mentioned in Clause A between the Parties.

E. It has been mutually agreed between the Parties that upon signing of the present agreement, the Parties shall pray before the Hon'ble High Court of Delhi to dispose of the said appeals in light of the present settlement agreement.



SAMADHAN

- F. Parties shall not claim any other amount except the abovesaid amount from each other in any manner. It is also settled that the Second Party shall execute the Sale Deed in favour of the Prospective Purchaser, and the First Party shall provide no objection alongwith her affidavit in respect of selling the said property in terms of the above-said terms and conditions.
- G. The First Party shall vacate and handover the peaceful vacant possession of the Subject Property to the Prospective Purchaser, after getting the consideration amount as stated in Clause A, as agreed with the First Party.
- H. It has been further mutually agreed between the Parties that they shall not file any application, case or complaint against each other from a cause of action arising out of or in relation to the Subject Property.
- I. It has been mutually agreed between the Parties that the Parties undertake to withdraw all pending claims, disputes, litigation for the or in relation to the Subject Property mentioned herein or arising out of the same cause of action, of civil and/or criminal nature.
- J. In case of breach by any party of the terms and conditions of this present agreement, the aggrieved party shall be entitled to initiate legal proceedings in accordance with law.

SAMADHAN

- K. This Agreement has been explained to both Parties in vernacular language (Hindi), and they have understood the same. The present agreement has been arrived at amongst the Parties to settle the matter amicably, in utmost good faith, sound disposing state of mind, by their own volition, free will and without any pressure, fear or coercion and after fully understanding the implications of having arrived at this settlement.



3. Accordingly, the parties are held bound by the terms Settlement Agreement, as reproduced hereinabove.
4. Learned counsels appearing for the parties jointly submit that the present appeals may be disposed of in view of the aforesaid terms of settlement.
5. Considering the submissions made before this Court, the present appeals are accordingly disposed of, in terms of the aforesaid Settlement Agreement dated 01st November, 2025.

WMINI PUSHKARNA, J

NOVEMBER 3, 2025/KR