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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 2615/2014

SHRI GURDEV SINGH

.....Plaintiff

Through: Mr. Vaibhav Guha, Adv. with
plaintiff in person.

versus

SHRI NIRMAL SINGH

.....Defendant

Through: Defendant Nos.(ii) and (iii) appear in
person.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **04.04.2025**

I.A. 8822/2025 (filed on behalf of the plaintiff and defendant Nos.1 (ii) and (iii) for recording compromise between the parties)

1. A joint application has been presented under Order XXII Rule 3 read with Section 151 of the CPC, for recording the compromise as has been stated in the application.

2. Paragraph No.4 of the application, reads as under:-

“4. That the parties have amicably resolved all disputes existing between them and in order to give effect to the last wishes of the deceased defendant and family peace and harmony, the parties have entered into a compromise/ family settlement wherein the suit properties shall be partitioned in the following manner:-

i. property bearing F-30, Mansarovar Garden, New Delhi-110015 admeasuring 276.5 sq.yds. shall belong exclusively to the defendants and henceforth, the plaintiff shall have no right, title and interest in the same;

ii. factory part portion bearing 8-70/E, Mayapuri Industrial Area, Phase I, New Delhi- 110064 admeasuring 231.93 sq.yds. shall belong



exclusively to the plaintiff and henceforth, the defendants shall have no right, title and interest in the same.”

3. Plaintiff and defendant Nos.1 (ii) and (iii) appear through video conferencing. However, defendant No.1 (i) is not present.

4. Learned counsel appearing for the plaintiff and the parties who are appearing through video conferencing contend that the application is filed by all the contesting parties. They submit that the matter be decided in terms of an amicable settlement.

5. Order XXIII, Rule 3 authorizes the Court to pass a decree on a compromise wherein the parties to the dispute have made an arrangement to settle the dispute. It has been comprehensively stated in the provision that the settlement arrived at should meet the essentials laid down therein, namely, (i) the compromise is lawful (ii) it is reduced in writing (iii) it is duly signed by the parties arriving at the compromise. The settlement has been agreed upon without fear or coercion and the parties appear to have entered into the settlement agreement on their own volition.

6. The Court has perused the averments made in the application and is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified Order XXIII, Rule 3. Accordingly, they are bound by the terms of the application.

7. Application stands disposed of.

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8. The suit stands decreed in terms of I.A. 8822/2025. Let the aforesaid application be formed part of the decree.

9. The suit stands disposed of.

10. The next date of hearing i.e., 15.04.2025 before the concerned Joint



Registrar stands cancelled.

PURUSHAINdra KUMAR KAURAV, J
APRIL 04, 2025/P/SP

Click here to check corrigendum, if any