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

+ **RFA 904/2016 & CM APPL. 57545/2025**

MAHENDER KUMAR

.....Appellant

Through: Mr. V. M. Issar, Adv.

versus

PUSHPA DEVI & ANR.

.....Respondents

Through: Ms. Shivendu Chauhan and Mr. Navjot Singh Sodhi, Advs. for R-1 and 2

Mob: 8368318342 & 8882883999

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CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **11.09.2025**

CM APPL. 57545/2025

1. The present is a joint application on behalf of the parties for recording the settlement arrived at between the parties, and for disposal of the present appeal.
2. It is submitted that the present appeal had been filed by the appellant/plaintiff challenging the final judgment dated 12th July, 2016, passed by learned ADJ, in the suit for partition.
3. It is submitted that the parties are family members, and they are residing in the house bearing no. 236, Gali No. 3, Jagjeewan Niwas, Regharpura, Karol Bagh, New Delhi-110005. It is submitted that the parties, through the process of mediation before the Mediation and Conciliation Centre, Delhi High Court, have settled their disputes and have arrived at a settlement. Copy of the Settlement Agreement dated 30th July, 2025, has



been placed before this Court. The relevant terms of the said Settlement Agreement dated 30th July, 2025 are reproduced as under:

“xxx xxx xxx

1. That both the parties have agreed to redevelop/reconstruct the property bearing no. H.No. 236 Gali No. 3 Jagjeevan Niwas Regharpura, Karol Bagh, New Delhi: 110005, built on a plot measuring about 48 sq. yds.
2. That the First Party shall undertake this construction/ redevelop at his own cost. The said construction work including the demolition (of the old structure), shall be completed within 15 months from the date of signing of this Settlement Agreement. The First Party shall handover the possession of the reconstructed second floor to the Second Party within this period i.e. on or before the 15 months from signing of the Settlement Agreement.
3. That the First Party has agreed to give the ownership of the complete second floor to the Second Party and also provide space for one water tank on the terrace and one water motor on the ground floor and an electricity meter on the ground floor.

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4. That the Second Party is in occupation and possession of first floor of this property and shall handover the possession to the First Party for demolition (of the old structure) and construction to the First Party within 30 days of signing of this Settlement Agreement.
5. That it is further agreed between the parties that the Second Party shall be exclusive owner of complete 2nd floor along with space for one water tank (1000 litres) on the terrace, one water motor on the ground floor, and an electricity meter on the ground floor.
6. That the Second Party can access the terrace to repair or change the water connection only.
7. That the Second Party has agreed to bear the 50% cost of the Lintel (roofing) of the second floor and it is agreed that Second Party shall pay Rs.1,50,000/- to the First Party before the shuttering of the second floor lintel (roofing). That First Party shall not be entitled to any other amount thereafter towards any expenses.
8. That the Second Party has agreed to get the interior work done at her own cost after the First Party hands over the structure to the Second Party after completion of super structure with brick work. She has agreed to bear the cost of all subsequent work of the second floor.

[Signature]

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9. That the Second Party agreed that she will provide a No Objection Certificate (NOC)/Relinquishment Deed (RD) in favour of the First Party, within 30 days after demolition of the old construction of the property for the purpose of getting the property in question converted from leasehold to freehold from concerned authorities like MCD, DDA, etc. at the entire cost of both the Parties.
10. That the First Party shall execute a Registered Sale Deed of the second floor in favour of the Second Party or her nominee after completion of the building structure. If the First Party fails to get converted the property from leasehold into freehold property, till the completion of the construction, then First Party shall within 30 days of handing over the possession of the second floor to the Second Party execute a registered GPA, Will, and registered Agreement to Sell in respect of second floor of the property in favour of the Second Party or her nominee, and the cost of stamp duty etc. for the said transfer shall be borne by the Second Party.



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11. That the parties give an undertaking that they would not misuse any documents to execute or give to each other before the start of construction and during the construction of the suit property.
12. That both parties will cooperate with each other till the complete construction of the suit property.
13. That both parties have agreed that they will not sell their respective share in the property in question to a third party before offering it to each other; if one party refuses to buy the respective share of the other party, then the party can approach or sell to any third party.
14. That both parties have agreed that they will not disturb and interfere in respective lawful physical possession of the other party in future.
15. That it is agreed by the First Party that he shall withdraw the present appeal being RFA No. 904/2016 in terms of the present Settlement Agreement.

xxx xxx xxx”

4. The parties are present before this Court and confirm the terms of the Settlement Agreement, and submit that they shall abide by the same.
5. The parties are held bound by the terms of the Settlement Agreement.
6. Thus, the judgment and decree dated 12th July, 2016, passed by the Court of Additional District Judge-09, Tis Hazari Courts, Delhi, in *suit no. 617449/2016 (old suit no. 715/2014)*, is modified, in terms of the Settlement Agreement terms between the parties.
7. Accordingly, with the aforesaid directions, the present appeal, along with the pending application, is disposed of.

MINI PUSHKARNA, J

SEPTEMBER 11, 2025/SK



This is a digitally signed order.

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