



\$~10

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

+ RFA 906/2018, CM APPL. 46050/2018 & CM APPL. 78471/2025

RAM KUMAR SHARMA

.....Appellant

Through: Mr. Arun Kumar, Advocate (through VC)
Mr. Ram Kumar, Petitioner in person.
Mob: 9958438526
Email: abhishekgoyal182@gmail.com

versus

PREM CHAND

.....Respondent

Through: Ms. Harindra Singh, Advocate and
Ms. Sakshi Azad, Advocate
M: 9717822673
Email: harindrasingh19@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

12.12.2025

CM APPL. 78471/2025.

1. The present application has been filed on behalf of the appellant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC").
2. By way of the present application, it is submitted that the appellant has amicably and peacefully settled the matter with the respondent, in respect of the suit property bearing No. E-956, situated in *Khasra No. 215, Gali No. 14, Sri Ram Colony, Khazuri Khas, Delhi-110094*.
3. The Settlement Deed dated 22nd September, 2025 has been placed on record, which is reproduced as under:



DEED OF SETTLEMENT

This Settlement is executed at Delhi on 22nd day of September, 2025, amongst (1) SH. RAM KUMAR SHARMA, AADHAR CARD NO.(301400897950) SON OF SH. RAM CHANDER R/O 207 GALI NO.6, PREM NAGAR, KARAWAL NAGAR, DELHI-110094 and (2) SH. PREM CHAND AADHAR CARD NO.(571103717261) S/O LATE SH. BABU RAM SHARMA R/O E-956, GALI NO.14, SHRI RAM COLONY KHAZURI KHAS, DELHI-110094 (hereinafter called the Parties of this settlement deed)

The expression of the Parties of this settlement deed unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, assignees, successors and transferees of the parties.

Whereas the both parties are the absolute owner of the built up property measuring 55sq. yds. bearing E-956 situated in Khasra No. 215, Gali No. 14, Sri Ram Colony, Khazuri Khas, DELHI-110094 and entire ground floor is in the possession of party No.2 namely Prem Chand .

Whereas the said property is constructed up to ground floor. The ground floor consist of one shop, one room, one bathroom and latrine and open kitchen.

Whereas on the intervention of their relatives, respectable members of the society, friends and well-wishers of the parties, the parties of the present deed of settlement in order to avoided unpleasant, litigation have agreed to settle all their disputes amicably with regard to the property No. E-956 situated in Khasra No. 215, Gali No. 14, Sri Ram Colony, Khazuri Khas, DELHI-110094 voluntarily on the following terms and conditions:

**NOW THEREFORE IT IS HEREBY AGREED, DECLARED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**



1. That the subject matter of this deed of settlement amongst the parties is the existing house No. E-956 situated in Khasra No. 215, Gali No. 14, Sri Ram Colony, Khazuri Khas, DELHI 110094 measuring 55 Sq. Yds. which is bounded as under:

East: Other Property

West: Remaining Portion

North: Gali 15 Ft.

South: Plot of others

2. That whereas half portion of the said property i.e. one shop and one room measuring 27.5 sq.yds. shown in the red color in the site plan situated on ground floor stands in the name of Party no. 2 i.e. Sh. Prem Chand and rest half portion of the said property i.e. one latrine and bathroom and open kitchen and vacant land shown in green color in the site plan stands in the name of party No.1 i.e. Ram Kumar Sharma. It is pertinent to mention herein that half portion of the said property i.e. one latrine and bathroom and open kitchen and vacant land shown in green color in the site plan is at present in the possession of party no.2 i.e. Prem Chand shall vacate the half portion of the property shown in green color in the site plan one day prior when Regular First Appeal No. 906/2018 listed before Hon'ble High Court of Delhi and will handover to party No.1 namely Ram Kumar Sharma.

3. That both the parties shall be bound by the terms and conditions in the manner indicated above in all respects.

4. That the parties to this deed of settlement have agreed to all the above terms and conditions and singed the present Deed without any coercion, fraud or under influence, with their own free will and after fully understanding the terms and conditions of this deed.



IN WITNESS WHEREOF after having been explained the contents of the aforesaid deed and thereby admitting the same as true and correct all the parties have put their respective signatures and thumb impressions in the presence of the following witnesses on the date, month year first above written.

WITNESSES:

Goyal

1. Abhishek Goyal
S/o Sh. Surender Goyal
R/o 91A/UB, Jawahar NAGAR,
Kamla Nagar, Malka Ganj, Delhi-110007
Aadhar Card No. (632071145482)

Party No.1
Sh. Ram Kumar Sharma
(Sh. Ram Kumar Sharma)

2. *Prem Chand*
8876074912
PH → 8876074912



NOTARY REGISTER
SR. No. 13
DATED 22/10/2025

ATTESTED
[Signature]
NOTARY PUBLIC, DELHI

Party No.2
Sh. Prem Chand
(Sh. Prem Chand)

4. Thus, by way of the present application, the appellant seeks to withdraw the present appeal.

5. The appellant, Mr. Ram Kumar Sharma, is present before this Court and the Court has interacted with the appellant, who confirms that the Settlement Deed dated 22nd September 2025, has been entered into between the parties.

6. The original Aadhaar Card was shown by the appellant to this Court. A copy of Aadhaar Card of the appellant, has been taken on record today before this Court.

7. Accordingly, considering the submissions made before this Court, the present application is allowed and the present appeal is allowed to be



withdrawn.

8. Accordingly, the present appeal is dismissed as withdrawn.
9. The pending applications are also disposed of.

MINI PUSHKARNA, J

DECEMBER 12, 2025/hc