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

+ **CS(OS) 106/2016 & CC 82/2016**

SMT NEETA GUPTA TIWARI AND ANRPlaintiffs

Through: Mr. Arun Wighmal, Ms. Shivangini Gupta and Mr. Prashant Mattoo, Advocates

versus

SHRI SUBHASH CHANDER AND ORSDefendants

Through: Mr. Utkarsh, Ms. Anshu Priyanka Advocate and Mr. Abhishek Khare Advocates for D-1A to 1C alongwith Mr. Manish Gupta in person (D-1B).

Mr. Shiv K. Tyagi, Advocate for D-2A to 2C alongwith Defendant No.2A Mr. Prashant Gupta in person.

Mr. S. K. Garg, Advocate for D-3A to 3D along with Defendant No.3A Ms. Suman Gupta and Defendant No.3D Mr. Harsh Gupta in person.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
21.11.2025

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1. The instant Suit has been filed with the following prayers:

“a. Grant a decree declaration thereby declaring that portion of land and building situated at House No. H-136, Phase-1 Ashok Vihar, Delhi-110052 built on a



plot measuring 90'X60' -5400 Sq Ft. and shown with red colour in the plaint map belongs to the Plaintiffs, in favour of the plaintiffs,

b. Grant a decree for prohibitory permanent injunction against the defendants restraining them from alienating or transferring the portion of house as shown with the red colour in the plaint map in any manner to any person.

c. Grant a decree of mandatory injunction directing the defendants to vacate and handover the actual and physical portion of house as shown with red colour in the plaint map within the time allowed by this Hon'ble Court.

d. Award costs of proceedings.

e. Pass such other or further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of justice.”

2. During the pendency of the present Suit, the Parties were referred to Delhi High Court Mediation and Conciliation Centre. The Parties have entered into a settlement vide a Settlement Agreement dated 28.07.2025. The Settlement Agreement dated 28.07.2025 reads as under:



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Delhi High Court Mediation and Conciliation Centre
Delhi High Court, Sher Shah Road, New Delhi

Date: 28.07.2025

M & C File No. 2124/2024

CS (OS) No. 106/2016

Smt. Neeta Gupta Tiwari And Anr Vs. Shri Subhash Chander & Ors.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 28.07.2025

BY AND BETWEEN

Smt. Neeta Gupta Tiwari W/o Shri. Hari Krishan Tiwari, D/o SC Gupta
R/o H. No. 307, Sector-47, Gurugram, Haryana (hereinafter referred to as
the 'First Party').

AND

Mr. Vikas Gupta, S/o Shri. S C Gupta, R/o H. No. 174, Sector- 19,
Faridabad- 121002, (hereinafter referred to as the 'Second Party').

AND

Smt. Krishna alias Kanta Gupta W/o Late Shri. Subhash Chander Gupta,
R/o H. No. 136, Ashok Vihar, Phase-1, Delhi- 110052. Through Mr.
Manish Gupta, Authorized vide power of Attorney dated 03.06.2025,



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copy of the same is annexed herewith as **Annexure-A** (hereinafter referred to as the **"Third Party"**).

AND

Sh. Manish Gupta, S/o Late Sh. Subhash Chander Gupta, R/o H.No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. (hereinafter referred to as the **"Fourth Party"**).

AND

Smt. Pooja Gupta, D/o Late Sh. Subhash Chander Gupta, W/o Sh. Amit Gupta R/o 1625, Otramlane, Kingsway Camp, Delhi. (herein after referred to as the **"Fifth Party"**).

AND

Mr. Prashant Gupta, S/o Late Shri. Vinod Kumar Gupta, R/o H.No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. (hereinafter referred to as the **"Sixth Party"**).

AND

Ms. Anubha Agrawal, D/o Late Sh. Vinod Kumar Gupta, R/o H. No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. (hereinafter referred to as the **"Seventh Party"**).

AND



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Smt. Suman Gupta, W/o Late Sh. Satish Kumar Gupta, R/o H. No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. (hereinafter referred to as "Eighth Party").

AND

Ms. Megha Gupta, D/o Late Sh. Satish Kumar Gupta, R/o H. No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. Through Mr. Harsh Gupta, Authorized vide power of Attorney dated 04.06.2025, copy of the same is annexed herewith as **Annexure-B** (hereinafter referred to as "Ninth Party").

AND

Ms. Chanchal Goyal, D/o Late Sh. Satish Kumar Gupta, R/o H. No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. Through Mr. Harsh Gupta, Authorized vide power of Attorney dated 04.06.2025, copy of the same is annexed herewith as **Annexure-C** (hereinafter referred to as "Tenth Party").

AND



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Mr. Harsh Gupta, S/o Late Sh. Satish Kumar Gupta, R/o H. No- 136, Ashok Vihar, Phase- 01, New Delhi- 110052. (hereinafter referred to as **"Eleventh Party"**).

The First Party and the Second Party may hereinafter may jointly be referred to as the **"Party of the First Part"** and the parties ranging from **"Third Party to Eleventh Party"** may jointly be referred to as the **"Party of the Second Part"** and Party of the First Part and Party of the Second Part may collectively be referred to as the **"Parties"**.

WHEREAS dispute had arisen between the 'parties' qua 1/4th Share of the Party of the First Part in the PROPERTY (residential house) bearing No. H-136, Phase-1, Ashok Vihar, Delhi-110052 which has been built on a plot measuring 90'X60 600 sq. yards (hereinafter referred to as the "Suit Premises") and accordingly a suit for declaration, possession and Permanent, prohibitory and mandatory injunction was filed against the Party of the Second Party and is pending adjudication before the Hon'ble High Court of Delhi vide bearing Suit No. CS(OS) No. 106 of 2016.

AND WHEREAS it is submitted that the present matter has been referred to Delhi High Court Mediation Centre vide order dated 24.07.2024 and accordingly Sh. Rajan Tyagi was appointed as mediator,

1. *Nilesh*



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to which both parties had no objection. He conducted the mediation proceedings on various dates along with the parties and the respective counsels for Plaintiff Sh. Advocate Arun Wighmal and Ms. Advocate Shivangini Gupta culminating into the present settlement deed.

AND WHEREAS this Settlement Agreement is being entered into by the said 'parties' voluntarily and in accordance with the terms and conditions mentioned hereunder;

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BETWEEN "PARTIES OF THE FIRST PART" AND THE "PARTIES OF THE SECOND PART" AS UNDER:

1. It is hereby agreed and declared between the 'Parties' that Parties of the First Part shall be entitled to total share of **'75 sq. yards out of 600 sq. yards'** in the suit premises (hereinafter referred to as the "Suit Premises").
2. It is hereby agreed that the 'Parties of the First Part' shall receive a sum equivalent to the value of **75 square yards** of the suit premises from the sale proceeds of the said suit premises, if the



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sale of the said premises stands executed within a period of maximum three (03) years.

3. The 'Parties of the Second Part' shall ensure that the sale of the suit premises is executed within a period of **two years and six months (2 years and 06 months)** from **01.09.2025** extendable upto a maximum period of six (06) months provided the Party of the Second Part shall provide a written justified reason for such extension.
4. The 'Party of the First Part' hereby agrees to cooperate fully with the 'Party of the Second Part' in the execution of the sale deed for the said property, including but not limited to providing necessary documentation, signatures, and representations as may be required to effectuate the transfer of ownership. 'The Party of the First Part' shall take all necessary steps and actions to facilitate the smooth completion of the sale transaction, and shall not unreasonably withhold or delay any cooperation or consent required to complete the sale deed.



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5. That it is agreed between the Parties that in the event that the Party of the Second Part fails to execute the sale of the said property, within a stipulated period of three (3) years from the date of execution of this Agreement, the Party of the First Part shall be entitled to ownership rights/title for a share of 100 (one hundred) square yards in the said property. Upon such failure, the Party of the Second Part agrees to transfer ownership of the said 100 square yards in the name of the Party of the First Part, free from all encumbrances, and shall execute all necessary documents and take all necessary actions to give effect to such transfer. The parties agree that this provision shall be binding and enforceable, and the Party of the Second Part shall not raise any objection or dispute in this regard. However, if the delay occurs due to the First Party, in that event, the time taken by the First Party for such delay shall be excluded in counting the period of three years. In the event of second party delays in executing the documents of 100 Sq. yards as mentioned in Para no. 5, then the First Party shall be entitled to get the same enforced through specific performance by the Court of Law and Second Party shall have no objection to that.
6. That it is most respectfully submitted that upon the Party of the Second Part having duly complied with the conditions as set forth



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in the aforementioned clause, the Party of the First Part shall stand divested of any right, title, interest, or claim whatsoever in respect of the remaining portion of the suit premises.

7. That it is further agreed and mutually understood between the parties that any sale or transfer of the suit premises shall be conducted in a transparent and open manner, and that the Parties of the First Part shall be duly informed about the negotiations of the sale deed.
8. That the parties hereby agree that the entire contents of this Settlement agreement have been accepted by the parties with their own free will and accord, without any force, coercion or undue influence whatsoever.
9. That all the belongings including articles, Gold Jewelry etc. lying in the locker(s) in the name of Late Smt. Kanta Devi W/o Late Sh. Kripa Ram Gupta shall be given to Second Party and the First Party shall have no claim whatsoever over it. It is also agreed between the Parties that the Second Party shall operate the bank locker(s) and take possession of all belongings lying in the said



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locker(s) within a period of 06 months (Six months) from the date of this agreement.

10. That in case there is any balance in the bank account or any FDR or any other deposits in the name of Late Smt. Kanta Devi W/o Late Sh. Kripa Ram Gupta, the same shall be given to the second party and the first party shall have no claim whatsoever over it.

11. That it is agreed between the parties that the present suit being CS (OS) 106/2016 may be decreed by the Hon'ble Court in terms of the present Settlement Agreement.

12. The Hon'ble Court may pass appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the **Court Fees Act**, 1870 read with Section 89 of CPC to the Party of the First Part and the Party of the Second Part shall have no objection to the same.

13. By signing of this Settlement Agreement, the Parties hereto agree that they have no further claim or demands against each other and /or with respect to each other and all the disputes and differences



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have been amicably settled qua the present suit by the Parties hereto through the process of Mediation.

14. The Parties hereto confirm and declare that they have voluntarily and of their own free will and without any force, fraud, coercion or undue influence arrived at the present Settlement Agreement in the presence of the Mediator.

15. The Parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the present Settlement Agreement and not to resile from or dispute the same in future.

16. The Settlement Agreement has been read over and explained to the parties in their vernacular by the mediator and the respective counsel and the parties have agreed and understood the same.

PARTIES' SIGNATURES

Smt. Neeta Gupta Tiwari
First Party

Mr. Vikas Gupta
Second Party

Sh. Manish Gupta (Fourth Party)

For himself and on behalf of

Smt. Krishna alias Kanta Gupta (Third Party)

1. Neeta
2. Vikas
3. Manish (Krishna Gupta)
4. Manish
5. Pooja
6. Pooja

7. Anubha
8. Suman Gupta
9. Pooja (Megha Gupta)
10. Pooja (Chanchal Goyal)
11. Pooja




SAMADHAN

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Pooja
Smt. Pooja Gupta
Fifth Party

Prashant
Mr. Prashant Gupta
Sixth Party

Anubha
Ms. Anubha Agrawal
Seventh Party

Suman
Ms. Suman Gupta
Eighth Party

Gupta
Mr. Harsh Gupta (Eleventh Party)
(For himself and on behalf of Ms. Megha Gupta (Ninth Party)
and Ms. Chanchal Goyal (Tenth Party))

COUNSELS' SIGNATURES

Arun Wighmal
Mr. Arun Wighmal, Enrol. No. D/1423/2014
(Counsel for the First Party)

Rajan Tyagi
Rajan Tyagi
Mediator

3. This Court has gone through the Settlement Agreement dated 28.07.2025 which is legal and lawful.
4. The statements of the Parties have already been recorded on 07.11.2025 before the Ld. Joint Registrar (Judicial).



5. In view of Order XXIII Rule 3 of CPC, the Suit is disposed of in terms of the Settlement Agreement dated 28.07.2025 entered into between the Parties. Pending applications, if any, also stand disposed of.
6. Let Decree Sheet be prepared accordingly.
7. The Parties shall be bound by the terms of the Settlement Agreement.
8. Since the Parties have settled the matter, the Plaintiffs are entitled to the refund of Court Fees under Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

NOVEMBER 21, 2025

S. Zakir