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

+ **CS(OS) 480/2023**

SMT BIMLA DEVI

.....Plaintiff

Through: Dr. Suman Chaudhary and Mr.
Vishvender Singh, Advocates.

versus

SMT SARVAN DEVI & ORS.

.....Defendants

Through: Mr. Neeraj Kumar Jha, Advocate for
D-1, D-2 D-3 & D-5.
Mr. Hrithik Jarodia, Advocate for
D-7.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **19.05.2026**

I.A. 15188/2023 & CS(OS) 480/2023 & I.A. 6513/2024

1. I.A. 15188/2023 has been jointly filed by the parties under Order XXIII Rule 3 read with Section 151 of the CPC for disposing of the present Suit in terms of the Settlement Agreement dated 13.05.2026, entered into between the parties before the Delhi High Court Mediation and Conciliation Centre.
2. The instant Suit is one for partition and permanent injunction. During the pendency of the proceedings, the parties were referred to the Delhi High Court Mediation and Conciliation Centre to explore the possibility of an amicable settlement. It is stated that *vide* Settlement Agreement dated 13.05.2026, the parties have settled the disputes. A copy of the Settlement



Agreement has been annexed with the present Application. The Settlement Agreement is reproduced in its entirety, and the same reads as under:-

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 13th May of 2026

BETWEEN

1. SMT. BIMLA DEVI, W/O LATE SH. JAGDISH, (PLAINTIFF
RESIDENT OF H. NO. 904, REWARIA PANNA V.P.O. DICHAC
KALAN, DELHI-110043 (HEREINAFTER REFERRED TO AS
THE “**FIRST PARTY**”, WHICH EXPRESSION SHALL, UNLESS
IT BE REPUGNANT TO THE CONTEXT OR MEANING
THEREOF, BE DEEMED TO MEAN AND INCLUDE ITS
SUCCESSORS AND PERMITTED ASSIGNS);

AND

1. SMT. SARVAN DEVI, W/O LATE SH. RATI BHAN
(DEFENDANT NO. 1)
RESIDENT OF HOUSE NO.205, REWARI KHERA PANNA, V.P.O.
DICHAKON KALAN, DELHI

2. SH. ASHOK KUMAR, S/O LATE SH. RATI BHAN
(DEFENDANT NO. 2)
R/O FLAT NO.74, VENUS APARTMENTS,
INDER ENCLAVE, PO SUNDER VIHAR,
DELHI-110087



3. SH. AJAY KUMAR, S/O LATE SH. RATI BHAN
(DEFENDANT NO. 3)



RESIDENT OF HOUSE NO.205, REWARI KHERA PANNA, VPO
DICHAON KALAN, DELHI.

**4. SH. SANJAY KUMAR (NOW DECEASED) S/O LATE SH.
RATI BHAN (DEFENDANT NO. 4) THROUGH L.R.s**

(i) SMT. ROSHNI DEVI (WIFE)

(ii) SHRI NIKHIL KUMAR (SON)

(iii) MS. RITIKA (DAUGHTER)

**ALL RESIDENTS OF HOUSE NO.205, REWARI KHERA
PANNA, VPO DICHAON KALAN, DELHI.**

**5. SMT. SUMITRA, D/O LATE SH. RATI BHAN,
(WIFE OF LATE SHRI SATPAL)**

(DEFENDANT NO. 5)

R/O HOUSE NO.65A, SHIV ENCLAVE, A BLOCK, MAIN
DICHAON ROAD, NAJAFGARH, DELHI-110 043

(HEREINAFTER COLLECTIVELY REFERRED TO AS THE
“**SECOND PARTY**”, WHICH EXPRESSION SHALL, UNLESS IT
BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF,
BE DEEMED TO MEAN AND INCLUDE ITS SUCCESSORS AND
PERMITTED ASSIGNS);



Entry No. 54/26 Notary Public

AND

1. SMT. BIMLA DEVI W/O LATE SHRI JAGDISH (PLAINTIFF)

2. SH. VIRENDER, S/O LATE SH. JAGDISH (DEFENDANT NO. 6)

3. SH. PARVEEN, S/O LATE SH. JAGDISH (DEFENDANT NO. 7)

4. SMT. KUSUM, D/O LATE SH. JAGDISH (DEFENDANT NO. 8)



5. SMT. MADHU, D/O LATE SH. JAGDISH (DEFENDANT NO. 9)

6. SMT. SUMAN, D/O LATE SH. JAGDISH (DEFENDANT NO. 10)

ALL RESIDENTS OF H. NO. 904, REWARIA PANNA V.P.O. DICHAN KALAN, DELHI-110043 (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "THIRD PARTY", WHICH EXPRESSION SHALL, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, BE DEEMED TO MEAN AND INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS);

WHEREAS disputes arose between the parties with regard to partition of the agriculture land having details herein below:-

A. Agriculture land having Khata Khatoni no. 415/420 min bearing Khasra No.14//3/2 (2-0), 8 (4-16), 9/2 (2-0), 13/3 (0-12), 3/1min (0-12), 114//17/2min (1-18), 145//14 (4-16), 145//16 (4-16), 17/2 (4-13) total measuring 26 Bigha 3 Biswa situated in the Revenue Estate of Village Dichaun Kalan, Delhi

(The share of the First Party is $\frac{1}{2}$ share in the said land and the Second Party having jointly $\frac{1}{2}$ share in the said land which referred as Suit Property-A in the plaint)

B. Agriculture land having Khata Khatoni no.640/713 bearing Khasra No.14/13/2 (0-12) situated in the Revenue Estate of Village Dichaun Kalan, Delhi

Entry No. 54/26 Notary Public

(The share of the Second Party having jointly $\frac{1}{2}$ share in the said land and the First Party and Third Party having jointly $\frac{1}{2}$ share in the said land which referred as Suit Property-B in the plaint)





AND WHEREAS the First Party filed the present suit being CS (OS) 480/2023 between Bimla Devi Vs. Sarvan Devi & Ors., before the Hon'ble High Court of Delhi, *inter alia* praying for the partition of the above mentioned suit properties.

AND WHEREAS the present suit being CS (OS) 480/2023 was referred to *Samadhan* (Delhi High Court Mediation and Conciliation Centre) vide Order dated 11.02.2025 passed by Hon'ble High Court of Delhi but the same was not resolved before the *Samadhan* (Delhi High Court Mediation and Conciliation Centre).

AND WHEREAS now the Parties have voluntarily, of their free will, without any force and coercion have arrived at an amicable solution resolving the abovementioned disputes and differences on the following terms and conditions:

a) That it is agreed between the parties herein that the suit properties mentioned hereinabove are divided in accordance to the shares in the aforesaid properties referred as A and B properties amongst the parties to the settlement deed.

Entry No. 54/25 Notary Public

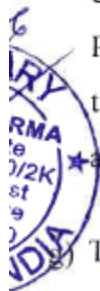
b) The Parties have now mutually agreed and divided and demarcated the above said three suit properties situated at three locations-1 to 3 more particularly shown in the Site Plans duly signed and admitted by the Parties herein, annexed herewith as ANNEXURE-A, ANNEXURE-B

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AND ANNEXURE-C.

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- c) The portion shown in Yellow color in the Site Plan of Location-1 which comprises in Khasra No.14//3/1 (0-12), 3/2 (2-0), 9/2 (2-0), 13/3 (0-12) has been given to First Party and the width & length of the same is clearly mentioned in the Site Plan of Location -1 and the said site plan has been duly signed and acknowledged by the parties to suit.
- d) The portion shown in Yellow colour in the Site Plan of Location-1 which comprises in Khasra No.14/13/2 (0-12) has been given jointly to First Party and third party the width & length of the same is clearly mentioned in the Site Plan of Location -1 and the said site plan has been duly signed and acknowledged by the parties to suit.
- e) The portion shown in Green colour in the Site Plan of Location-1 which comprises in Khasra No.14//3/1 (0-12), 3/2 (2-0), 9/2 (2-0), 13/3 (0-12) has been given jointly to Second Party and the width & length of the same is clearly mentioned in the Site Plan of Location -1 and the said site plan has been duly signed and acknowledged by the parties to suit.
- f) The portion shown in Green colour in the Site Plan of Location-1 which comprises in Khasra No.14//13/2 (0-12) has been given to the Second Party jointly and the width & length of the same is clearly mentioned in the Site Plan of Location -1 and the said site plan has been duly signed and acknowledged by the parties to suit.
- That in similar way the portion shown in Yellow colour in the Site Plan of Location-2 which comprises in Khasra No.114/17/2 (1-18) has been given to First Party and the width & length of the same is clearly



Entry No. 51/24 Notary Public



mentioned in the Site Plan of Location -2 and the said site plan has been duly signed and acknowledged by the parties to suit.

h) That in similar way the portion shown in Green colour in the Site Plan of Location-2 which comprises in Khasra No.114/17/2 (1-18) has been given jointly to Second Party and the width & length of the same is clearly mentioned in the Site Plan of Location -2 and the said site plan has been duly signed and acknowledged by the parties to suit.

i) That in similar way the portion shown in Yellow colour in the Site Plan of Location-3 which comprises in Khasra No.145//14 (4-16), 16 (4-16) & 17/2 (4-13) has been given to First Party and the width & length of the same is clearly mentioned in the Site Plan of Location -3 and the said site plan has been duly signed and acknowledged by the parties to suit.

j) That in similar way the portion shown in Green colour in the Site Plan of Location-3 which comprises in Khasra No.145//14 (4-16), 16 (4-16) & 17/2 (4-13) has been given jointly to Second Party and the width & length of the same is clearly mentioned in the Site Plan of Location -3 and the said site plan has been duly signed and acknowledged by the parties to suit.



Entry No. 57/26 Notary Public

k) That the First Party and Second Party have jointly left a common private passage of 20 feet as common passage as shown in **Blue Color** in the Site Plan of Location 3 in Kh.No.145/17/2 for egress and ingress to their respective chaks of land.



l) The Parties have mutually understood and have agreed to divide the suit properties in the manner stated and shown in the Site Plans, mentioned hereinabove. They have further understood and agreed that the inter-se division between the First Party and the Second Party and the Third Party is not required at the moment and they are free to divide further in future in accordance with law, if there arises any need.

m) The Parties herein agree that the present Suit being CS (OS) No. 480/2023 may be decreed in terms of the present Settlement Agreement, placing their consent on record, leaving the parties to bear their own respective costs;

n) The Hon'ble High Court may pass appropriate orders with consent in view of this Settlement Agreement including refund of court fee under Section 16 of the Court Fees Act, 1870.

o) By signing the present Settlement Agreement, the parties hereto undertake that no claims or demands are left between the parties and all the disputes and differences that had arisen between the parties have been mutually and amicably settled.

Entry No. 24/26 Notary Public



p) After the execution of the present Settlement, the parties have no further dispute against each other and all the disputes and differences in this regard have been settled amicably by the parties.



- q) That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement agreement and not to dispute the same hereinafter in future.

3. A perusal of the Settlement Agreement discloses that the parties have agreed to divide the Suit Property amicably and the portion allotted to each of the parties is reflected in the site plan annexed with the Settlement Agreement. The Settlement Agreement has been signed by all the parties.
4. This Court has perused the Settlement Agreement and is of the opinion that the same is lawful in nature and is capable of being accepted under Order XXIII Rule 3 of the CPC.
5. The Settlement Agreement is taken on record.
6. The instant Application has been signed by all the parties and is accompanied by their respective affidavits.
7. The Plaintiff has joined the proceedings through video conferencing today. She has been identified by the learned Counsel for the Plaintiff. The Plaintiff states that she has read and understood the contents of the Settlement Agreement. She also states that the Settlement Agreement has been entered into without any coercion or under influence.
8. The Parties are bound by the terms contained in the Settlement Agreement. The parties are directed to abide by the Settlement Agreement and not raise any further disputes in implementing the Settlement Agreement.
9. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.
10. The present Suit is disposed of under Order XXIII Rule 3 of the CPC



in terms of the Settlement Agreement dated 13.05.2026, along with pending application(s), if any.

11. Since the suit has been settled between the parties, the Plaintiffs are entitled to a refund of the entire court fee in terms of Section 16 of the Court Fees Act. The Registry is directed to refund the entire court fees to the Plaintiffs.

12. The Application is disposed of in the aforesaid terms.

SUBRAMONIUM PRASAD, J

MAY 19, 2026

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