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

+ **CS(OS) 106/2026**

MEERA SETHI

.....Plaintiff

Through: Mr. Amit Gupta Adv, Mr. Altamish Adv.

versus

MAJOR MANGAL SEN SETHI S TRUST

.....Defendant

Through: Mr. Pritesh Kumar Advocate
Mr. Vikrant Nilesh Goyal, Mr. Yash Basoya, Mr. Inderpreet Singh, Mr. Kunal Dixit

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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10.04.2026

I.A. 9930/2026

1. The present Application under Order XXIII Rule 3 read with Section 151 of The Code of Civil Procedure, 1908 has been filed by the Plaintiff for recording the settlement arrived between the parties in terms of the Settlement Agreement dated 19.02.2026.

2. The present Suit has been filed with the following prayers:

“a) Pass a Decree of Declaration in favour of the Plaintiff and against the Defendant Trust declaring that the Plaintiff is the sole and absolute owner of half (50%) share in the Suit Property i.e., Plot of Land bearing No. 5, in Block A-1, measuring 1491-7/10 Sq. Yds., situated at Rajouri Garden, New Delhi, along with the ownership rights of the built-up superstructure constructed on the said plot of land, situated at Rajouri Garden, New Delhi;



b) Pass a Decree of Mandatory Injunction in favour of the Plaintiff and against the Trustee of Defendant directing him to cooperate with the Plaintiff in completing the sale /transfer of the Suit Property to the Intending Purchaser in the terms of the Memorandum of Settlement dated 08.09.2025;

c) Pass a Decree of Permanent Injunction in favour of the Plaintiff and against the Trustee of Defendant permanently restraining the Trustee of Defendant from committing breach of the terms of the settlement as contained in the Memorandum of Settlement dated 08.09.2025 ;

d) Pass an Order awarding costs of this suit to the Plaintiff, including but not limited to court fees, legal fees, and any other related expenses; and

e) Any such other or further orders, reliefs or directions as this Hon'ble Court may deem fit and proper in favour of the Plaintiff.”

3. During the pendency of the Suit, the parties were referred to the Delhi High Court Mediation and Conciliation Centre to explore the possibility of a settlement wherein the parties have settled their disputes by entering into the Settlement Agreement dated 19.02.2026. The Settlement Agreement has been filed along with the present Application and the same reads as under:-



SETTLEMENT AGREEMENT

BETWEEN

Mrs. Meera Sethi W/o late Shri Inder Sen Sethi, R/o 3/4, Erson Avenue Royal OAK, Auckland-1061, New Zealand, acting through her Attorneys (1) Shri Vijay Sen Sethi S/o late Shri Inder Sen Sethi R/o 62, Norman Lesser Drive, St. Johns, Auckland-1072, New Zealand, (2) Shri Chetan Sethi S/o late Shri Inder Sen Sethi R/o 32, May Road, Mt. Roskill, Auckland-1041, New Zealand, and (3) Shri Nishant Sethi S/o late Shri Inder Sen Sethi R/o 3, Onslow, Avenue, Epsom, Auckland-1023, New Zealand, duly constituted vide General Power of Attorney dated 23.01.2018, duly attested by Consulate of India, Auckland. Copy of General Power of Attorney dated 23.01.2018 is enclosed as **Annexure-A (hereinafter referred to as the First Party)**

AND

Major Mangal Sen Sethi's Trust, a Private Discretionary Trust, formed under the Provisions of Indian Trust Act, 1882, having its office at A-1/5, Rajouri Garden, New Delhi, through its Trustee Shri Devendra Kathuria authorized vide Resolution dated 15.01.2026. Copy of the same is annexed as **Annexure-B (hereinafter referred to as the Second Party)**

The expression of the First Party and the Second Party and shall mean and include them, their respective legal heirs, successors, legal representatives, administrators, executors, nominees and assigns.



WHEREAS disputes and differences arose between the Parties with respect to Memorandum of Settlement dated 08.09.2025. Copy of the Memorandum of Settlement dated 08.09.2025 is enclosed as **Annexure-C**.

AND WHEREAS the First Party filed the suit bearing CS (OS) 106/2026 against the Second Party for declaration/injunction before Hon'ble High Court of Delhi.

AND WHEREAS the suit bearing CS (OS) 106/2026 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 06.02.2026 passed by Hon'ble High Court of Delhi.

AND WHEREAS the Parties agreed that Mr. Parveen Dahiya, Advocate would act as Mediator in the matter of Mediation Proceedings.

AND WHEREAS comprehensive mediation sessions were held with the parties and their respective counsels, with the assistance of the Mediator and proactive participation of their respective counsel(s) have voluntarily arrived at an amicable resolution of their disputes and differences as detailed as:

- 1) That Parties agreed to sell and transfer the freehold residential Plot of land/Property bearing No. 5, in Block 'A-1', measuring 1491-7/10 Sq. Yds., situated at Rajouri Garden, New Delhi, (hereinafter referred to as the 'Said plot of Land/Property') free from all disputes, litigations and encumbrances whatsoever, coupled with vacant physical possession to the intending Purchasers as mentioned in Memorandum of Settlement dated 08.09.2025, on the terms, conditions and consideration as has already been mutually agreed between them.



- 2) The Parties agree that the entire consideration so received from the Intending Purchasers shall be divided inter-se the First Party, the Second Party in the following percentages:

TABLE-1

S.No.	Name of Parties	% In Sale Consideration
1.	First Party	50% share
2.	Second Party	50% share

- 3) That in this context it is clarified that all agreement(s), deeds and documents as may be required for selling, transferring and conveying the Said Property in favour of the Intending Purchasers shall be executed and /or registered by the First Party and the Second Party within 90 days from date of the present suit being decreed in terms of the present Settlement Agreement.
- 4) That both the parties shall jointly sell and transfer the said property and are fully entitled to receive the sale proceeds in respect thereof in their names as per their respective shares as mentioned in **Table-1** above.
- 5) The Parties agree and undertake to withdraw all pending cases and not to file/initiate any complaint/case, civil or criminal against each other in the future before any platform, forum, authority or court on compliance of the terms of the present Settlement Agreement.



- 6) That in the event any party fails, neglects, or refuses to comply with the terms and conditions of this Settlement Agreement, the aggrieved party shall be entitled to enforce this agreement by taking recourse to appropriate legal proceedings, including but not limited to, seeking specific performance, damages, and any other relief available in law and equity against the defaulting party.
- 7) The Parties agree to remain bound in spirit and words with the terms and conditions as mentioned in the present Settlement Agreement.
- 8) The Parties have arrived at the present Settlement Agreement without any force, pressure, coercion and undue influence from anybody.
- 9) The Settlement Agreement has been read over and explained to the parties in their Vernacular (Hindi) by the mediator and the respective counsel and the parties have agreed and understood the same.
- 10) The Parties agree that they shall pray before the Hon'ble Court that the present suit bearing CS (OS) 106/2026 may be decreed in terms of the present Settlement Agreement read with Memorandum of Settlement dated 08.09.2025.
- 11) The First Party shall pray before Hon'ble Court for refund of the court fees under Section 16 of the Court Fees Act, 1870 in terms of the present Settlement Agreement and the Second Party shall have No-objection.



- 12) By signing the Agreement, the Parties state that they have no further claims or demands against each other and all the disputes and differences, with respect to the subject matter of CS (OS) No. 106/2026, which have been amicably, fully and finally settled through the process of mediation.
- 13) The Parties have agreed to put their respective digital signatures on the Settlement Agreement. The Settlement Agreement shall be deemed to bear the date on which the Mediator has put his digital signatures.

4. A perusal of the Settlement Agreement shows that the parties have agreed to sell and transfer the Suit Property, being, Plot of Land bearing No. 5, in Block A-1, measuring 1491-7/10, Sq. Yds., situated at Rajouri Garden, New Delhi. The parties have also agreed that the sale proceeds would be divided equally between the Plaintiff and the Defendant.

5. The Settlement Agreement has been signed by the Plaintiff and the Defendant.

6. The instant Application has also been signed by the Plaintiff and the Defendant and is accompanied by their respective affidavits.

7. The Plaintiff and the Defendant have joined the proceedings through video conferencing today and state that they have read and understood the contents of the Settlement Agreement. It is also stated that the Settlement Agreement has been entered into without any coercion or under influence.

8. This Court has also 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.



9. The Settlement Agreement is taken on record.
10. The Parties are bound by the terms contained in the Settlement Agreement.
11. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.
12. The Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 23.02.2026, along with pending application(s), if any.
13. Let a decree sheet be drawn up according to the Settlement Agreement dated 23.02.2026.
14. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.
15. The Application is disposed of in the aforesaid terms.
16. The date already fixed, i.e. 27.04.2026, stands cancelled.

SUBRAMONIUM PRASAD, J

APRIL 10, 2026

Rahul