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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 168/2022**
JEET SINGH @ AJEET SINGHPlaintiff
Through: Mr Aakash Sehrawat, Adv.
versus

SAMEY SINGHDefendant
Through: Mr. Jayant Tewathia, Adv.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

% **ORDER**
17.02.2026

I.A. 4335/2026

1. The present joint Application under Order XXIII Rule 3 read with Section 151 of the CPC has been filed on behalf of the Plaintiff and the Defendant, for recording the settlement arrived between the parties in terms of the Compromise Deed dated 10.02.2026.

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

“(i) Pass a Preliminary Decree of Partition in favour of the Plaintiff and against the Defendant in respect of the Suit Property i.e. plot bearing No. 29, situated in Block-C in Nangal Dewat, Village Rangpuri, New Delhi, admeasuring 550 sq. mtrs.

(ii) Appoint a Local Commissioner to define the mode of partition of the suit property and pass a Final Decree of partition of the suit property and put the parties in possession of their respective shares.

(iii) In case the suit property cannot be divided/ partitioned by metes and bounds due to its nature or any special circumstances then this Hon'ble Court may kindly be pleased direct the sale of the suit property and distribute the sale proceeds equally between the plaintiff and defendant.

(iv) Pass a decree of Permanent injunction in favour of



the plaintiff and against the defendant, directing the defendant to not to create any third party rights in the suit property and also restrain the defendant to not raise any unauthorized construction over the suit property.

iv. Award the cost(s) of the suit in favour of the Plaintiff and again the defendant.”

3. The Suit is in relation to the property being Plot No.29, Block-C, Nangal Dewat, Village Rangpuri, New Delhi admeasuring 550 sq. meters. [**Suit Property**]. The disputes are primarily between the brothers.
4. During the pendency of the Suit, the brothers decided to bury all their differences for which a Compromise Deed dated 10.02.2026 was entered into, which has been filed along with the present Application.
5. The Compromise Deed dated 10.02.2026 reads as under:-



COMPROMISE DEED

This compromise deed is made at Delhi on this 10th day of February, 2026



By and between

Sh. Jeet Singh @ Ajit Singh S/o Late Sh. Khem Chand R/o C-29, Village Nangal Dewat, New Delhi, hereinafter called the **First party**.



B. Sh. Samey Singh S/o Late Sh. Khem Chand R/o C-29, Village Nangal Dewat, New Delhi hereinafter called the **Second Party**.

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1. Whereas, the First Party and Second Party are real brothers and the joint land owned by them in Village Nangal Dewat was acquired by the Government and in lieu of the said acquisition of the joint land owned by both the parties, they were allotted a plot bearing No. 29, situated in Block-C in Village Rangpuri, admeasuring 550 sq. mtrs. (hereinafter referred to as the 'subject property') vide allotment letter dated 19.06.2007 having 1/2th share each in the subject property.



Whereas the First Party and Second Party were offered possession of the subject property vide letter dated 24.07.2007 and the same was subsequently taken over by them, thereafter which both the parties alongwith their family members had raised two temporary built up structures over the subject property and have been residing



Signature of Sh. Jeet Singh

Signature of Sh. Samey Singh





there since beginning.

3. Whereas, dispute arose between both the parties in respect to the equitable division of the subject property and the First Party filed a civil suit before Hon'ble Delhi High Court being CS (OS) No. 168/2022 against the Second Party seeking the relief of partition of the subject property in a horizontal manner to the extent of 1/2th share.
4. Whereas, the sole dispute between both the parties is whether the subject property shall be divided equally in a horizontal manner of vertical manner to the extent of their admitted 1/2th share.
5. Now the First and Second Party in order to resolve the disputes amongst themselves have amicably settled the said dispute and entered into the present compromise, which are as under :-

- i) That both the parties have agreed that the subject property shall be divided equally in a horizontal manner between both the parties as shown in the site plan attached herewith.



That the First Party shall take the back portion of the subject property i.e. Portion 'B' admeasuring 275 sq. mtrs. (49.215 feet X 60.15 feet) as reflected in the attached site plan and the Second Party shall take front portion of the subject property i.e.

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[Handwritten signature]



Portion 'A' admeasuring 275 sq. mtrs. (49.215 feet X 60.15 feet) as reflected in the attached site plan.

- iii) That both the parties mutually shall take possession of their respective portions within a period of 6 months from the date of judgment by the Hon'ble Delhi High Court in CS(OS) No. 168/2022.
- iv) That both the parties shall also apply for Conveyance Deed from DDA by filing a joint application within a period of 3 months from the date of judgment by the Hon'ble Delhi High Court in CS(OS) No. 168/2022.
- v) That the present compromise has been arrived at amongst the parties in order to resolve the above said dispute qua the subject property between the first and second party and it has been specifically agreed between the first and second party that after signing the present compromise deed, neither of the parties shall file any suit, claim, etc. before any Authority or Court of Law against each other in regard to the partition and physical possession over the subject property.
- vi) That after entering into the present compromise deed, neither of the parties are left with any grievance whatsoever of any kind in respect to the subject property and would not interfere or create



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[Signature]



hindrance of any kind in the peaceful possession of each other's possession over their respective portion as mentioned hereinabove.

- vii) That the above said compromise has been arrived at amongst the parties in the presence of family members of both the parties with their free will and consent and without any undue influence, coercion and pressure from any corner whatsoever.
- viii) That in future both the parties shall bind themselves in the terms and conditions in the above said settlement arrived between them.

That the present compromise has been signed by all the parties in the presence of the following witnesses.



First Party-

[Signature]

Jeet Singh @ Ajit Singh

S/o Late Sh. Khem Chand

R/o C-29, Village Nangal Dewat,
New Delhi

Second Party-

[Signature]

Samey Singh

S/o Late Sh. Khem Chand

R/o C-29, Village Nangal Dewat,
New Delhi



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6. Paragraph No.5 of the Compromise Deed indicates the manner in which the Suit Property has been divided.
7. The instant Application has also been signed by the Plaintiff and the Defendant and is accompanied by their respective affidavits.
8. The Plaintiff and the Defendant are present in Court today and state that they have read and understood the contents of the Compromise Deed. It

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 24/02/2026 at 12:17:41



is also stated that the Compromise Deed has been entered into without any coercion or under influence.

9. This Court has also perused the Compromise Deed 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.

10. The Compromise Deed is taken on record.

11. The Parties are bound by the terms contained in the Compromise Deed.

12. It is made clear that any violation of the Compromise Deed would be construed as a violation of an undertaking given to the Court.

13. The Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Compromise Deed dated 10.02.2026, along with pending application(s), if any.

14. Let a decree sheet be drawn up according to the Compromise Deed dated 10.02.2026.

15. Since the parties have entered into a compromise, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 17, 2026

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