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

+ **CS(OS) 278/2023**

RAHUL AGARWAL

.....Plaintiff

Through: Mr Mayank Aggarwal & Mr. Pradeep
Kumar Aggarwal, Advocates.

versus

GAURAV AGGARWAL

.....Defendant

Through: Mr. Ajay Garg, Mr. Uday Garg, Ms.
Anusha Garg, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.03.2026

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I.A. 5726/2026

1. The present Application under Order XXIII Rule 3 read with Section 151 of the CPC has been jointly filed by the Plaintiff and the Defendant for recording the settlement arrived between the parties in terms of the Settlement Agreement dated 23.02.2026.
2. The present Suit is one for Partition and Possession of the Suit Property, being House No. D-9, Satyawati Colony, Ashok Vihar, Delhi-110052.
3. During the pendency of the Suit, the Plaintiff and the Defendant, who are brothers, have decided to settle the disputes *vide* Settlement Agreement dated 23.02.2026. The Settlement Agreement has been filed along with the present Application and the same reads as under:-



This Settlement Agreement is entered into on 23.02.2026 at New Delhi.

BY AND BETWEEN

Mr. Rahul Agarwal, S/o Late Shri Surinder Kumar Aggarwal, R/o Villa 12, Pursuit of Radical Rhapsody, ITPL Main Road, Whitefield, Bangalore, 560048 hereinafter referred to as the **"First Party" / Plaintiff**, Email: rahul610a@gmail.com, Mob. 9740600221

AND

Mr. Gaurav Aggarwal, S/o Late Shri Surinder Kumar Aggarwal, R/o D-9, Satyawati Colony, Ashok Vihar – III, Delhi - 110052, hereinafter referred to as the **"Second Party" / Defendant**. Email: a.gauravlaw@gmail.com; Mob. (00971)-5260-89386, (+91)98711-51842

The First Party and the Second Party are collectively referred to as the **"Parties"**.

WHEREAS:

- A. The Parties are brothers and sole legal heirs of Late Shri Surinder Kumar Aggarwal and Late Smt. Santosh Aggarwal (hereinafter collectively, **"Parents of Parties"** who were the owners of their respective portions of



built-up property bearing no. D-9, Satyawati Colony, Ashok Vihar - III, Delhi - 110052 (hereinafter referred to as the **"Suit Property"**);

B. The Late Sh. Surinder Kumar Aggarwal, father of the parties passed away on 16.04.2006 & late Smt. Santosh Aggarwal, mother of the parties passed away on 21.06.2016.

C. In addition to the abovesaid suit property, the mother of the parties also had share in her paternal HUF property (unpartitioned) area measuring 450 sq. yds situated at 13A & 14A (Jagan Nath Building), Grand Trunk Road, Kamla Nagar, Delhi – 110007 (hereinafter, called **"the additional property"**) and **both the suit property and additional property are referred as "Properties under Settlement"**.

D. A Civil Suit bearing CS(OS) No. **278/2023** is pending before the Hon'ble High Court of Delhi at New Delhi, wherein the First Party (Plaintiff) has claimed his share of 50% in the suit Property, while the Second Party (Defendant) had refuted the claim of the First Party by stating that the First Party has 1/3rd share in the suit property by virtue of the Will of the mother of the parties.

E. The Hon'ble High Court of Delhi, vide order dated 31-01-2025, referred the matter to the Delhi High Court Mediation and Conciliation Centre (Samadhan).



F. Samadhan nominated Mr. Raaj Malhotra, Advocate to act as the Mediator in the mediation proceedings and the parties agreed to the same.

G. Various comprehensive mediation sessions were held with the Parties and their respective counsel during the process of mediation and the parties arrived at an amicable Settlement Agreement. However, due to some reasons the settlement could not be signed through Mediation Centre.

H. Now with the intervention of Id. Counsels of the parties, with a view to maintain peace and harmony between the parties and family, the parties have arrived at an amicable settlement to resolve for all times to come, all/any disputes and differences in relation to their rights, title and interest in aforesaid Properties under Settlement including the suit property;

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS UNDER:

1. Both the parties have agreed that they will not give any effect to the UNDATED WILL propounded by the Second Party in the abovementioned pending suit as part of his Written Statement, which he claims is executed by mother of the parties or to any other WILL/ testamentary instrument/Codicil/ of the parents of the parties in favor of either of the parties.
2. The parties have further agreed they have settled all their claims, rights, titles, interests in the estate/assets/properties left by their parents either jointly or separately which includes suit property.



3. The Parties agree that they shall have the following ownership rights ratios in the Properties under Settlement:-
 - **Rahul Agarwal (Plaintiff / First Party): 45% (Forty-Five Percent)**
 - **Gaurav Aggarwal (Defendant / Second Party): 55% (Fifty-Five Percent)**
4. The Parties agree to jointly sell the suit Property in the open market to the best possible purchaser(s) at the prevailing market price at the earliest and not later than one year from the date of execution of this Settlement Agreement. In case of failure to sell the Property within one year from the date of signing of this Settlement Agreement due to Force Majeure or any circumstances beyond the control of the parties, the Parties may mutually decide to extend the time.
5. Both the parties have mutually agreed on appointment of **Sh. Manav Bansal** (hereinafter, "**Facilitator**") aged 51 years, R/o 3, Tatvam Villas, Gurugram, India having Aadhar no. 6394-9764-3198 and Mobile no. +91-98112-44416 as Facilitator to complete the sale transaction of the suit property on behalf of both parties. Parties have orally obtained consent from Sh. Manav Bansal to become facilitator and a written consent letter from him will be submitted by the parties at the time execution of this Settlement Agreement. Copy of consent letter of Facilitator is **Annexure-1**.
6. Both parties shall cooperate fully in all aspects of the sale process of suit property including appointment of real estate agent(s) for getting prospective buyer(s) as directed by Facilitator, making arrangements for viewing of property and executing all necessary documents for completion of the sale



transaction. Both Parties agree to sign all necessary documents, sale deeds, affidavits, declarations, and Power of Attorney (if required) for the effective and smooth sale of the suit Property and registration thereof in favor of the intended purchaser.

7. The Parties acknowledge that the "Facilitator" will assist in the smooth facilitation and coordination of this transaction and may offer guidance and recommendations on matters requiring clarification or procedural alignment, including but not limited to sale process, sale consideration amount, terms of sale and any other action required for completion of the sale of the suit property.
8. The Parties agree to give due consideration to the Facilitator's views and recommendations in good faith with the objective of ensuring fairness and timely completion of the transaction. While the Facilitator's input shall be respected and given due regard, final decisions on substantive matters shall remain with the Parties.
9. Both Parties shall jointly meet any expenses of the Facilitator and may compensate him for his time and efforts.
10. It has been agreed between the parties that neither party shall be entitled to sell, alienate, mortgage or create any encumbrance including creation of any third-party interest/rights/lien on their undivided share independently in the



suit property. Both the parties shall have unrestricted access to the suit property from the date of execution of this Settlement Agreement.

11. Upon successful sale of the Property, the net sale proceeds (after deduction of applicable taxes, brokerage, and other transaction-related expenses in the respective ratios as mentioned above) shall be distributed between the Parties in the following manner:

- o **Rahul Agarwal: 45%**
- o **Gaurav Aggarwal: 55%**

12. The share of the parties in the HUF property (unpartitioned) area measuring 450 sq. yds situated at 13A & 14A (Jagan Nath Building), Grand Trunk Road, Kamla Nagar, Delhi – 110007 shall be distributed between the parties when the family of the deceased mother of the parties decides to sell the said property and mother's share will be divided between the parties in the same ratio agreed in this agreement hereinabove. Any other agreement, understanding or document will be null and void.

13.

- a) Until the sale is completed, both Parties agree not to create any third-party interest, lien, charge or encumbrance on the suit Property.
- b) Both Parties shall ensure the Suit Property is maintained in reasonable condition and shall share all expenses including taxes and maintenance costs as well as income/rent proportionately in their respective agreed share ratio from the date of execution of this Settlement Agreement. The rent drawn at the time of the execution of this Settlement Agreement and the share of both the parties is attached with this Settlement Agreement as **Annexure-2**. If the



rent is collected by the Second party, he shall transfer the rent share of the First party in his Bank account, latest within 7 days of receiving the same.

- c) The second party or its nominee shall handover one set of key of the entry of the Suit property to the first party or its nominee before the court at the time of passing of the final order/decreed in pursuance of this Settlement Agreement.

14. Both Parties agree to sign all necessary documents, sale deeds, affidavits, declarations, and Power of Attorney (if required) for the effective and smooth sale of the suit Property and registration thereof in favor of the purchaser.

15. If any portion of the suit property is occupied by a tenant/licensee, the Parties shall jointly take steps to get it vacated before the sale of the Property and handover the possession to the buyer(s) at the time of Sale Deed registration.

16. This Settlement Agreement is in full and final settlement of all claims, disputes, rights, and contentions past and present inter se between the Parties in respect of the Properties under settlement.

17. Both Parties agree not to raise any further dispute or initiate any further legal proceedings in relation to the Properties under settlement among themselves.



18. This Settlement Agreement shall be binding upon the legal heirs, successors, and assigns of both Parties.
19. It is agreed between the parties that the present suit being CS (OS) 278/2023 may be decreed in terms of the present Settlement Agreement.
20. The parties have agreed that they will file a joint Application under Order XXIII Rule 3 CPC before the Hon'ble High Court of Delhi for passing of a consent decree/appropriate order in terms of the present Settlement Agreement. The Parties will further seek passing of appropriate orders in view of this Settlement Agreement including refund of court fee under section 16 of the Court Fees Act, 1870.
21. That the aforesaid terms and conditions have been agreed between the parties out of their free will and volition and without any undue influence, force or coercion.
22. By signing this Settlement Agreement and subject to the fulfillment of the terms and conditions of the present Settlement Agreement, the parties hereto state that they have no further claims or demands whatsoever against each other and all their disputes and differences have amicably been settled qua the present dispute, through the present Settlement Agreement.
23. That the parties are hereby making an undertaking before the Hon'ble High Court to abide by the terms and conditions set out in the Settlement



Agreement and not to dispute the same hereinafter in future.

24. Each party acknowledges that it has read and understands this Settlement Agreement and agrees to be bound by its terms.

25. This Agreement is executed in triplicate, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, with one original to be retained by each Party and the third original to be filed with the Court for the purpose of obtaining a consent decree on the basis of this settlement.

IN WITNESS WHEREOF, the Parties hereto have signed this Settlement Agreement on the date and year first above written.

SIGNED FOR AND ON BEHALF OF

First Party / Plaintiff
RAHUL AGARWAL

Second Party/ Defendant
GAURAV AGGARWAL

4. Paragraph No.3 of the Settlement Agreement indicates the ratio of the ownership rights of the Suit Properties. It is stated in the Settlement Agreement that the parties will endeavour to sell the Suit Property in the open market and apportion the proceeds of the sale in terms of the respective ratio of the ownership rights.

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

6. 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.



7. 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.
8. The Settlement Agreement is taken on record.
9. The Parties are bound by the terms contained in the Settlement Agreement.
10. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.
11. 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.
12. Let a decree sheet be drawn up according to the Settlement Agreement dated 23.02.2026.
13. 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.
14. The Application is disposed of in the aforesaid terms.
15. The date already fixed, i.e. 01.04.2026, stands cancelled.

SUBRAMONIUM PRASAD, J

MARCH 09, 2026

Rahul