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

+ **CS(OS) 262/2022 & I.A. 25163/2023, I.A. 7047/2026**

MUKESH JAIN

.....Plaintiff

Through: Mr. Hirein Sharma and Mr. Saurabh
Goel, Advs

versus

RAJESH KUMAR JAIN

.....Defendant

Through: Mr. Vaibhav Sethi, Ms. Priya
Pathania, Mr. Gaganpreet Singh, Mr.
Arihant Jain, Mr. Samaksh Wadhwa,
Advs

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

18.03.2026

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1. I.A. 7047/2026 has been filed by the Parties under Order XXIII Rule 3 of the CPC for disposing of the Suit in terms of the settlement arrived at between the parties *vide* a Settlement Agreement dated 23.01.2026.
2. The instant Suit has been filed by the Plaintiff seeking specific performance of agreement to sell dated 08.09.2021 & Supplementary agreement to sell dated 28.09.2021 *qua* property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052.
3. *Vide* Order dated 21.08.2025, upon a joint request made by the parties, the parties were referred to the Delhi High Court Mediation and Conciliation Centre.
4. *Vide* Settlement Agreement dated 23.01.2026 the parties have settled



their disputes amicably. A copy of the Settlement Agreement has been filed along with the application and the same reads as under:

Date: 23.01.2026

M & C File no. 1802/25 & 2571/25

CS(OS) 198/2022

Smt. Sarvesh Jain Vs. Sh. Dhirender Jain & Ors.

&

CS(OS) 262/2022

Mukesh Jain Vs. Rajesh Kumar Jain

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on **23.01.2026**.

BETWEEN

1. SMT. SARVESH JAIN, W/O SH. SATYA NARAYAN JAIN, R/O H. NO. 313/92-C, TULSI NAGAR, INDER LOK, DELHI-110035 THROUGH HER GENERAL POWER OF ATTORNEY SH. SATYA NARAYAN JAIN (COPY OF THE GPA IS ANNEXED HEREWITH AS **ANNEXURE-A**) (HEREINAFTER REFERRED TO AS THE **FIRST PARTY**)
2. SH. DHIRENDER JAIN, S/O LATE SH. OM PRAKASH JAIN R/O H. NO. 15 SAMRAT ENCLAVE, DELHI- 110034
3. SH. RAJESH JAIN, S/O LATE SH. OM PRAKASH JAIN R/O H. NO. 15 SAMRAT ENCLAVE, DELHI- 110034, THROUGH HIS GENERAL POWER OF ATTORNEY SH. PRIYANK JAIN S/O SH. RAJESH JAIN (COPY OF THE GPA IS ANNEXED HEREWITH AS **ANNEXURE-B**).
4. SH. NEERAJ JAIN, S/O LATE SH. OM PRAKASH JAIN R/O H. NO. 15 SAMRAT ENCLAVE, DELHI- 110034



5. SH. PANKAJ JAIN, S/O LATE SH. OM PRAKASH JAIN R/O H. NO. 15 SAMRAT ENCLAVE, DELHI- 110034

6. SMT. MADHU JAIN W/O SH. SUNIL CHAND JAIN R/O B-8/266, SECTOR-5, ROHINI, DELHI-110085, THROUGH HER ATTORNEY SH. NEERAJ JAIN, S/O LATE SH. OM PRAKASH JAIN (COPY OF THE GPA IS ANNEXED HEREWITH AS ANNEXURE-C) (HEREINAFTER REFERRED TO COLLECTIVELY AS THE **SECOND PARTY**)

AND

7. MUKESH JAIN S/O RAMESH CHAND JAIN, R/O BJ-85, EAST SHALIMAR BAGH, DELHI-110088 (HEREINAFTER REFERRED TO COLLECTIVELY AS THE **THIRD PARTY**)

WHEREAS the expressions 'Party Nos. 1, 2 and 3'shall, unless repugnant to the subject or context thereof, mean and include their respective legal heirs, executors, administrators, legal representatives, attorneys, successors, nominees, permitted assigns, and authorized representatives.

AND WHEREAS the following matters between the parties were pending adjudication before the various courts at New Delhi:

(1)CS (OS) 198 of 2022 titled as Smt. Sarvesh Jain vs. Sh. Dhirender Jain & Ors., NDOH: 18.03.2026.

(2)CS (OS) 262 of 2022 titled as Mukesh Jain vs. Rajesh Kumar Jain, NDOH: 18.03.2026.

AND WHEREAS, vide Order dated 31.05.2022, this Hon'ble Court had directed that both the abovementioned Civil Suits shall be tried together, since one of the Property in dispute was common Property.



The First, Second and Third Party hereinafter collectively referred to as “**THE PARTIES**”.

WHEREAS:

1. The First Party and the Second Party (S. no. 2 to 6) are brothers and sister and the Third Party is the intending buyer of one of the properties in dispute i.e. Property bearing no. 16, Block-A, Wazirpur, Industrial Area, Delhi- 110052.
2. The First Party hereto filed a Civil Suit bearing CS(OS) No. 198 of 2022 before the Hon'ble High Court of Delhi, seeking relief of Declaration and Partition of the following properties:
 - a. Built-up Industrial property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052.
 - b. Residential House bearing No. 15, Samrat Enclave, Delhi-110034.
3. That prior to the institution of the above-mentioned suit, the Second Party at Serial no. 3 (Rajesh Jain) entered into an agreement to sell and purchase with the Third Party hereto qua the property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052.
4. That vide order dated 07.04.2022 in CS (OS) No. 198 of 2022, the Hon'ble Court directed all the parties to maintain status quo qua the above-mentioned two properties.
5. That due to the above mentioned status quo order the agreement to sell and purchase became impossible to be acted upon, hence the Third Party being the buyer in the said agreement, filed civil suit bearing CS(OS) No. 262 of 2022 before the Hon'ble Delhi High Court, seeking specific performance of the agreement to sell and purchase dated 08.09.2021 and the supplementary



agreement to sell 28.09.2021 against the Second Party at S. No. 3 herein.

6. That during the pendency of the Suit bearing no. CS(OS) 198/2022 Smt. Kusum Bansal expired on 24.07.2022 and her legal heirs i.e. Sh. Parth Singhal, Sh. Anmol Singhal and Smt. Swati Arora, were impleaded as a Defendants in the said Suit.
7. Subsequently, the Suit bearing CS(OS) No.198 of 2022 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 08.07.2025 passed by Hon'ble High Court of Delhi and the Civil Suit being CS (OS) 262 of 2022 was also referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 21.08.2025 passed by the Hon'ble High Court of Delhi.
8. The parties agreed that Mrs. Veena Ralli, Advocate would act as Mediator in the matter of Mediation proceedings.
9. That during the pendency of the mediation proceedings, Sh. Parth Singhal, Sh. Anmol Singhal both S/o Late Sh. Raj Kumar Singhal & Late Smt. Kusum Bansal & Smt. Swati Arora, D/o Late Sh. Raj Kumar Singhal & Late Smt. Kusum Bansal & W/o Sanjay Arora and Smt. Madhu Jain (S. No. 6 of the Second Party) relinquished their respective share, **if any**, in the above mentioned two properties, vide two separate registered relinquishment deeds both dated 20.11.2025 as under:-
 - a) Built-up Industrial property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 in favour of Sh. Rajesh Jain.
 - b) Residential House bearing No. 15, Samrat Enclave, Delhi-110034 in favour of Sh. Dirender Jain.



The registered relinquishment deeds are enclosed along-with the present settlement agreement as "Annexure-D(Colly)"

10. Further Smt. Madhu Jain W/o Sh. Sunil Chand Jain (Second Party at S. No. 6), constituted Sh. Neeraj Jain s/o Late Sh. Omprakash Jain (Her real brother) as her duly constituted attorney. The POA in favour of Sh. Neeraj Jain is enclosed alongwith the Present Settlement Agreement as **Annexure-C**.
11. That various comprehensive mediation sessions were held on various dates with the parties along with their respective counsels during the process of Mediation & the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences.
12. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.
13. Now the present Settlement will settle all the disputes between the abovenamed Parties in both the Civil Suits being CS (OS) 198 of 2022 and CS (OS) 262 of 2022 based upon the following Settlement:
 - a) That Sh. Rajesh Jain Second Party at Serial No.3 has agreed to pay a sum of Rs.65,00,000/- (Rupees Sixty Five Lakh Only) to the First Party and the First Party has accepted the same. The First Party has agreed that on payment of the said agreed amount of Rs.65,00,000/- (Rupees Sixty Five Lakh Only), she shall have no right, title or interest in the above-mentioned two properties i.e. (1) Property bearing H.No.15, Samrat Enclave, Delhi-110034 & (2) Factory bearing No.16, Block-A, Wazirpur Industrial Area, Delhi-110052.
 - b) That out of the above-stated amount of Rs.65,00,000/- (Rupees Sixty Five Lakh Only) the Second Party at Serial No.2 has already paid an amount of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) to the First Party via RTGS on



09.06.2025, the receipt of which is acknowledged by the First Party.

- c) It is further agreed that the remaining amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) which is payable to the First Party by Sh. Rajesh Jain (the Second Party at Serial No. 3), shall be paid from the sale proceeds of the said Factory bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 on or before 15.06.2026 and a post-dated cheque of the like amount has been handed over to the First Party at the time of signing of the present Settlement Agreement.
- d) That it is agreed that in case the above-mentioned payment of Rs.50,00,000/- (Rupees Fifty Lakhs Only) is not made to the First Party on or before 15.06.2026, the already paid amount of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) shall stand forfeited and the First Party shall have right to revive his suit, as per law.
- e) That the Second Party (at Serial No.3) discloses and declares that he has already entered into an agreement to sell dated 08.09.2021 qua Factory bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052, with Third Party i.e. Mr. Mukesh Jain and the Third Party has already paid a sum of Rs.51,00,000/- (Rupees Fifty One Lakh Only) as earnest money for the same and the Third Party is still ready and willing to buy the said property as per the same terms and conditions as mentioned in the Agreement to Sell dated 08.09.2021 and Supplement Agreement dated 28.09.2021.
- f) It has been agreed between the Parties that Third Party (Mukesh Jain) has paid a further sum of Rs.2,49,00,000/- (Rupees Two Crore Forty Nine Lakh Only) at the time of signing of the present settlement agreement to Sh. Rajesh Jain i.e. the Second Party at Serial No.3 vide Demand Draft bearing No. 007506 dated 22.01.2026 drawn on HDFC Bank in favour of the Rajesh



Jain (the Second Party at Serial No. 3), as further amount in lieu of the Agreement to Sell dated 08.09.2021 and Supplement Agreement dated 28.09.2021, apart from Rs.51,00,000/- (Rupees Fifty One Lakh Only) being earnest money as already paid, and in total, Rs.3,00,00,000 (Rupees Three Crore Only) would be received by the Second Party after the said payment being made now.

- g) That the First Party agrees to withdraw the above-mentioned Suit bearing CS(OS) No. 198 of 2022 which is pending before the Hon'ble High Court and shall give a no objection if the property being Factory bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 is conveyed in name of Sh. Rajesh Jain and/or his Firm, by DDA and is sold to Sh. Mukesh Jain by Sh. Rajesh Jain/or his firm.
- h) The First Party undertakes to execute an affidavit stating that he has no right, title or interest in Built-up Industrial property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 and Residential House bearing No. 15, Samrat Enclave, Delhi-110034 and further undertakes to handover the said affidavit to the Second Party at S.No. 2 on or before 30.01.2026.
- i) It has been agreed between the Parties that the First and the Second Party collectively will have no objection to the said Property being further sold to the Third Party as per the Agreement to Sell dated 08.09.2021 and the First Party and Second Party shall have no right, title, interest left in the said Property after completion of formalities as per the Agreement to Sell dated 08.09.2021 and Supplement Agreement dated 28.09.2021.
- j) It has been agreed between the Parties that the First Party and Second Party shall cooperate in all the clearance regarding freehold from the DDA of the said Property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-



110052, and shall make endeavor to get the said property converted from lease hold to free hold on or before 31.05.2026.

- k) It is agreed that incase, the property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 is not converted from lease hold to free hold by 31.05.2026, the Second Party shall sell the said property to the Third Party or his associates/nominees through registered GPA, Will, agreement to sell etc. at the expense of Third Party and/or his associates/nominees.
- l) That the Second Party (at Serial No. 2, 4 to 6) in person and through their respective attorneys, declare that they have no right, title or interest in the Property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 and shall also not claim any right, interest or title in the said property or in its sale proceeds in future also. Further the Second Party at Sr. No. 6 declares that she has no right, interest or title in Residential House bearing No. 15, Samrat Enclave, Delhi-110034.
- m) That at present (post above-mentioned relinquishment deeds) Residential House bearing No. 15, Samrat Enclave, Delhi-110034, stands in the name of Second Party at Serial No. 2. It is agreed by Second Party at Serial No. 2 that post disposal of the present two cases, he shall execute registered documents in favour of the Second Party at Serial No. 3 to 5, making them equal owners (25% each) of the Residential House bearing No. 15, Samrat Enclave, Delhi-110034.
- n) It has been agreed between the Parties that all the transactions and expenses related to the Freehold of the Property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 shall be borne by the Second Party at Serial No. 3 exclusively.



- o) The Parties confirm and admit that there are no other cases or complaints save and except the above-mentioned CS(OS) No. 198 of 2022 and CS (OS) 262 of 2022 pending *interse* between the parties. If any case is found between the parties then, the same shall be deemed to be withdrawn/settled, in view of the present Settlement Agreement.
- p) It has been agreed between the Second Party at Serial No. 3 and Third Party that incase, the Property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 does not get freehold by the Second Party before 31.05.2026, then the Third Party shall have a right to withhold Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh Only) and Third Party will deduct Rs.1,00,00,000/- (Rupees One Crore Only) as Freehold Charges being Freehold Fees, Penalties, etc.).
- q) It has further been agreed between the Second Party at Serial No. 3 and Third Party that the Third Party shall be liable to pay the said amount to the Second Party at (S.No.3) at the time of registration of the sale deed after deducting all the necessary free hold charges.
- r) The parties further agree that they shall move an application under order XXIII rule 3 of CPC and jointly pray to the Hon'ble Court for disposal of the said case i.e. CS(OS) No.198 of 2022and CS (OS) No.262 of 2022 in terms of the present settlement agreement and draw consent decree.
- s) It has been agreed between the Parties that incase, if any party backs out from the said Transaction, the aggrieved party shall have all the legal remedies available to them including action under the Contempt of Courts Act and also filing Execution Petition incase of non-compliance or as legally advised to them before the competent Court of Law.



- t) It has been further agreed between the Parties that after the said Payment of Rs.2,49,00,000/- (Rupees Two Crore Forty Nine Lakh Only), all the original documents qua Property bearing No. 16, Block-A, Wazirpur Industrial Area, Delhi-110052 shall remain with the Joint Custody of Lawyers representing the Second Party at Sr. No. 3 and the Third Party namely Advocate Vaibhav Sethi (D-1065/2011) & Advocate Hirein Sharma (D-583/2006), in a Joint Locker, and once the Full and Final Payment shall be made, the same shall be handed over to the Third Party at the time of execution of the sale deed. It is agreed between the parties that the said original documents shall be produced, if required, by the said lawyers, before the DDA and/or at the time of registration of GPA, Will, Agreement to Sell etc.
- u) It has been agreed between the Parties that after completing with all the necessary formalities, the Third Party shall withdraw the Civil Suit being CS (OS) 262 of 2022 filed before the Hon'ble Delhi High Court and the Statement of Second Party at Serial no. 3 shall be duly recorded before the Hon'ble Delhi High Court and the Second Party shall have no objection to the same and they will act as per the present Settlement Agreement.
- v) It is agreed between the Parties that since the matter has been amicably settled between the Parties, the Second Party collectively will have no objection if the Court-fee paid by the Third Party at the time of filing of the Civil Suit bearing CS (OS) No.262 of 2022 is refunded as per law.
14. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.



15. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.
16. The Parties have understood the contents of this Settlement Agreement in its true letter and spirit and undertake to be bound by the terms and conditions of this Settlement Agreement.
17. All the parties have signed this Settlement Agreement out of their own free will, and without any undue influence or duress and confirm that they are bound with the terms and conditions of this Settlement Agreement.
5. It is stated that by way of the Settlement Agreement dated 23.01.2026, the present Suit as well as CS(OS) 198/2022, filed by the sister of the Defendant herein, have been settled. It is stated that a Decree has already been passed in CS(OS) 198/2022 on 10.02.2026 in terms of the abovementioned Settlement Agreement.
6. This Court has gone through the Settlement Agreement dated 23.01.2026, terms of which are legal, lawful and are capable of being accepted by the Court.
7. It is also noted that the present Application has been jointly filed by the Plaintiff and the Defendants, signed by them and as such, the Parties shall be bound by the terms of the Settlement Agreement dated 23.01.2026.
8. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of the CPC as well the Settlement Agreement dated 23.01.2026 entered into between the Parties.
9. Pending applications, if any, also stand disposed of.
10. Let the Decree Sheet be prepared accordingly.



11. In view of the fact that the Parties have entered into a settlement and in view of the Judgment passed by the Division Bench of this Court in Nutan Batra v. Buniyaad Associates, **2018 SCC OnLine Del 12916**, this Court is inclined to direct the refund of the entire court fees to the Plaintiff.

12. Let the court fees be refunded in accordance with Section 16 of the Court Fees Act, 1870.

13. The application is disposed of in the aforesaid terms.

14. It is made clear that any violation of the terms of the Settlement Agreement dated 23.01.2026 by any of the parties will attract the provisions of Contempt of Courts Act, 1971.

SUBRAMONIUM PRASAD, J

MARCH 18, 2026

Rahul