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

+ **CS(OS) 234/2025 & I.A. 4844/2026**

M/S JISNA INFRACON PRIVATE LIMITEDPlaintiff

Through: Mr. Manish Kaushik, Mr. Vikas
Ashwani and Mr. Anuj, Advs.

versus

MS. RAJNI GARG AND ORS.Defendants

Through: Mr. Siddharth Arora and Mr. Yash
Dhyani, Advs. for D-1 & D-2 with D-
1 and D-2 in person
Mr. Siddharth Gupta, SC for D-4
(Through VC)
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CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **20.02.2026**

I.A. 4844/2026

1. The present is a joint application on behalf of the plaintiff and defendant no.1 under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ("CPC").
2. It is submitted that during the pendency of the present proceedings the parties have amicably arrived at a compromise to their dispute, which is the subject matter of the present suit. Thus, is submitted that *qua* the immovable property bearing *Municipal Nos. 2833-2836, situated in Khasra No. 86, Block P, Saraswati Marg, Beadonpura, Naiwala, Karol Bagh, New Delhi-*



110005, measuring 222 sq. yards, in terms of the Memorandum of Understanding (“MOU”) dated 12th February, 2026, the defendant no.1 has agreed to the cancellation of the Sale Deed dated 01st November, 2024.

3. It is submitted that post cancellation of the Sale Deed dated 01st November, 2024, the defendant no.1 shall be left with no right, title or interest in the one-half portion of the immovable property bearing *Municipal Nos. 2833-2836, situated in Khasra No. 86, Block P, Saraswati Marg Beadonpura, Naiwala, Karol Bagh, New Delhi-110005*, measuring 111 sq. yards, which is the subject matter of the Sale Deed dated 01st November, 2024.

4. It is submitted that the parties undertake to remain bound by the statements given and undertakings contained in the MOU dated 12th February, 2026.

5. The MOU dated 12th February, 2026 has been placed on record, relevant portions of which, read as under:

“xxx xxx xxx

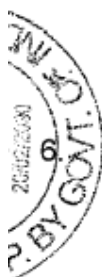


That the Second Party has agreed to get the sale deed dated 01.11.2024 bearing Document No.12039, Book No.1, Vol. No.21585 at page 1 to 28 registered on 29.11.2024 before the office of Sub Registrar, Asaf Ali Road, Delhi, cancelled.

2. That the second party has agreed to get the sale deed nullified/cancelled without admitting the contents/allegations in the FIR.



3. That the First Party has agreed to give NOC/Affidavits for quashing of FIR post nullification/cancellation of sale deed.
4. That post cancellation/ nullification of the sale deed dated 01.11.2024, the first party shall become absolute owner with possession of 1/2 portion of the property No.2832 to 2836, Khasra No.86, Block-P, Saraswati Marg, Beadonpura, Naiwala Estate, Karol Bagh, New Delhi-110005 admeasuring 111.00 Sq. Yards out of 222.00 Sq. Yards
5. That the second party will be at liberty to withdraw Rs.1.5 Crore (with accrued interest, if any) deposited by the First Party in CS (OS) No.234/2025 pending before Hon'ble High Court of Delhi in view of the present settlement and the First Party will give their NOC in Court qua the same.
6. That the First Party will give No Objection before the court of law where the Regular Bail Application of Shri Mukesh Garg, husband of the Second Party is pending adjudication.
7. That both the parties have undertaken to withdraw all their respective Criminal and civil cases before the Hon'ble Courts of law pertaining to the sale deed dated 01.11.2024.





8. That the Second party undertakes not to raise any title claim in respect of above mentioned property and it will be exclusively owned by the First Party in terms of the present settlement.
9. That this is full and final settlement qua the above mentioned property dispute and both the parties agree not to raise any dispute civil or criminal in any court of law qua the above mentioned property in future.
10. That all pending disputes between the parties stand settled in terms of the present Settlement qua the above mentioned property dispute.
11. That the present MOU has been entered between the parties without any force, pressure or coercion from any corner whatsoever.



That the parties have filed a joint application with their respective affidavits for nullification/ cancellation of the sale dated 01.11.2024 bearing Document No.12039, Book No.1, Vol. No.21585 at page 1 to 28 registered on 29.11.2024. being C.S.(OS) No.234/2025 titled "titled "M/s. Jisna Infracon Pvt. Ltd. Vs. Ms. Rajni Garg & Ors." before Hon'ble High Court of Delhi.

13. That two sets of MoU has been made in original. The parties shall be at liberty to file the copy of the present MoU before the respective courts.



14. That the parties have understood the contents of the present MOU in their vernacular language.

15. That the present Settlement is irrevocable and both the parties shall remain bound by the present settlement.

xxx xxx xxx”

6. The parties are present in person and confirm the fact that they have entered into the MOU out of their own volition and without any coercion or any pressure from Court.

7. This Court has perused the aforesaid MOU and accordingly finds that the said MOU is lawful and there is no impediment in disposing of the suit in terms of the said MOU.

8. Accordingly, the suit is decreed *qua* defendant no.1 in terms of the MOU dated 12th February, 2026 entered between the parties.

9. In view of the Agreement between the parties, the Sale Deed dated 01st November, 2024 bearing registration/document No. 12,039 in Book No. 1, Volume No. 21,585 at Page 1-28, registered in the Office of Sub-Registrar-III, Delhi on 29th November, 2024, concerning one-half portion of the immovable property bearing *Municipal Nos. 2833-2836, situated in Khasra No. 86, Block P, Saraswati Marg, Beadonpura, Naiwala, Karol Bagh, New Delhi-110005*, measuring 111 Sq. yards, stands cancelled.

10. The copy of this order shall be brought to the notice of Sub-Registrar-III, Delhi, for the purpose of noting the fact of cancellation in the Registration Book.

11. Learned counsel appearing for the plaintiff submits that in view of the settlement with defendant no.1, *qua* the other defendants, the plaintiff shall



withdraw the suit.

12. Accordingly, the suit is decreed in terms of the MOU in favour of the plaintiff *qua* defendant no.1.

13. The suit stands dismissed as withdrawn *qua* other defendants.

14. The plaintiff had deposited a sum of Rs. 1.5 Crores with the Registry of this Court pursuant to the order dated 02nd April, 2025.

15. Learned counsel appearing for the parties jointly submit that the said amount be released in favour of the defendant no.1 in terms of the MOU between the parties.

16. Accordingly, the Registry of this Court is directed to release the sum of Rs. 1.5 Crores along with accrued interest, in favour of defendant no.1, as deposited by the plaintiff in terms of order dated 02nd April, 2025.

17. Let Decree Sheet be prepared accordingly.

18. The next date of 13th April, 2026, stands cancelled.

MINI PUSHKARNA, J

FEBRUARY 20, 2026/KR