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

+ CS(OS) 239/2019, I.A. 6453/2019, I.A. 13811/2019

SUBHASH & ORS.Plaintiffs

Through: Mr. Yudhvir Singh Chauhan,
Advocate for P-3.

versus

BIMLA DEVI & ORS.Defendants

Through:

+ CS(OS) 463/2019

BIMLA DEVI & ANR.Plaintiffs

Through: Mr. Aman Bhardwaj, Advocate.

versus

DELHI DEVELOPMENT AUTHORITY & ORS.Defendants

Through: Mr. Yudhvir Singh Chauhan,
Advocate for D-10.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

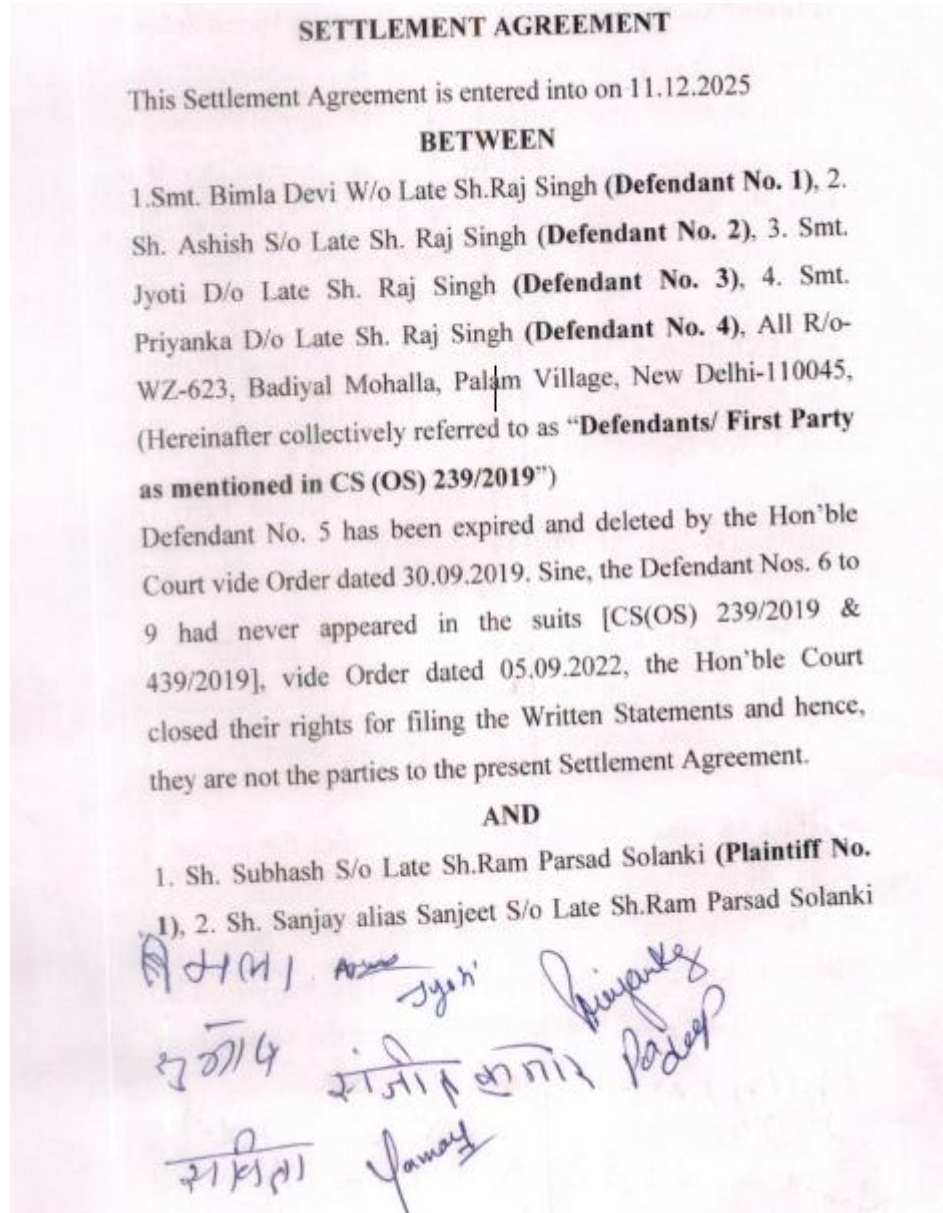
% **05.05.2026**

1. The present Suits have been filed seeking partition, rendition of accounts and permanent injunctions with respect to property bearing No. WZ-800A, Khasra No.33/6 and 33/7/1, Badiyal Mohalla, Palam Village, Delhi.

2. During the pendency of the Suit, the parties were referred to the Delhi High Court Mediation and Conciliation Centre wherein the parties have settled their disputes by entering into the Settlement Agreement dated



11.12.2025. The Settlement Agreement reads as under:-





(Plaintiff No. 3), 3. Sh. Pradeep S/o Late Sh. Ram Parsad Solanki (Plaintiff No. 4), 4. Sh. Satish S/o Late Sh. Ram Parsad Solanki (Plaintiff No. 2) through Mr. Yamandeep, authorized vide Special Power of Attorney dated 11.12.2025, copy of the same is annexed herewith as ANNEXURE-A, 5. Smt. Indershi Devi W/o Late Sh. Ram Parsad Solanki (Plaintiff No. 5) through Mr. Yamandeep, authorized vide Special Power of Attorney dated 11.12.2025, copy of the same is annexed herewith as ANNEXURE-B, 6. Ms. Savita, D/o Late Ram Prasad (Plaintiff No. 6) all R/o- RZF-958, Mahatma Gandhi Marg, Raj Nagar Part-II, New Delhi-110077 (Hereinafter Plaintiff Nos. 1 to 6 are collectively referred to as "**Plaintiffs/ the Second Party** as mentioned in CS (OS) 239/2019").

The expression of the First, Second, Third and Fourth Party shall mean and include their representatives, agents, heirs, successors, legal representatives, administration, nominees, assigns etc.

WHEREAS some disputes had arisen between the parties in respect of the property bearing No. WZ-800A, Khasra No.33/6 and 33//7/1, Badiyal Mohalla, Palam Village, Delhi (hereinafter referred to as the **Suit Property**) and the First Party filed the present Suit being CS (OS) 463/2019 against the Second Party

23/11/25
Yamandeep
21/11/25
Pradeep



and the Second Party filed the cross suit bearing No. CS (OS) 239/2019 against the First Party with regard to the Suit property.

AND WHEREAS both the suits being CS (OS) 463/2019 and CS (OS) 239/2019 were referred to Samadhan (Delhi High Court and Conciliation Centre) vide two separate Orders dated 28.07.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS the Parties agreed that Mr. K. K. Sharma, Senior Advocate would act as their Mediator in the Mediation Proceedings before the Delhi High Court Mediation and Conciliation Centre.

AND WHEREAS comprehensive mediation sessions were held with the Parties and their respective counsels and with the assistance of Mediator and proactive participation of their respective counsels, the Parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences between the Parties.

AND WHEREAS the parties had earlier executed a Family Settlement dated 18.02.1979 with regard to the said Suit property which is also the part of the Court's record and they shall abide

Handwritten signatures and text in Hindi, including "23/07/25", "Yamraj", "K. K. Sharma", "Prakash", and "21/07/25".



the terms and conditions mentioned in the said Settlement Dated 18.02.1979.

AND WHEREAS during the course of mediation, the parties have entered into an MOU dated 01.10.2025, copy of the said MOU is annexed herewith as **ANNEXURE-C**.

Now, therefore, in consideration of the amicable settlement arrived at between the parties aforementioned have mutually agreed hereunder:-

1. That the parties have agreed that they shall abide by as per the terms mentioned in MOU dated 01.10.2025 and Family Settlement dated 18.02.1979 as mentioned above.
2. That it is also agreed amongst the parties that in terms of the MOU dated 01.10.2025, they shall withdraw their respective suits on the next date of hearing before this Hon'ble Court.
3. That the parties shall pray to the Hon'ble Court for refund of their respective Court Fees under Section 16 of Court Fees Act, read with Section 89 of CPC and the opposite party shall not raise any objection with regard to the same.

ॐ नमो भगवते वासुदेवाय
 श्रीगणेशाय नमः
 श्रीगणेशाय नमः
 श्रीगणेशाय नमः



4. The Parties herein agree that in view of the MOUC dated 01.10.2025 and the present Settlement Agreement, the Parties hereto shall have no further claims or demands of any nature whatsoever against each other. All the Parties agree to remain bound in spirit and words with the terms and conditions as mentioned in the present Settlement Agreement.
5. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in the future.
6. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without and force or pressure from anybody.
7. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them in **Vernacular** by their Counsel in the presence of the Mediator and in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

विजय आर्य
सुख
समिता
सिजीत कुमार
पंडेय
Randeep
Yamraj



8. The Parties undertake to present themselves before the Hon'ble Court during the court hearing for confirming the terms of the Settlement Agreement.

PARTIES' SIGNATURES

[Signature]

Smt. Bimla Devi
(Defendant No. 1)

[Signature] 11/12/2025
Sh. Ashish
(Defendant No. 2)

[Signature]

Smt. Jyoti
(Defendant No. 3)
Collectively Defendants/ First Party

[Signature] 11/12/2025
Smt. Priyanka
(Defendant No. 4)

[Signature] 11/12/2025

Sh. Subhash
(Plaintiff No. 1)

[Signature] 11/12/2025
Sh. Sanjay alias Sanjeet
(Plaintiff No. 3)

[Signature] 11/12/2025

Sh. Pradeep
(Plaintiff No. 4)

[Signature] 11/12/2025
Ms. Savita
(Plaintiff No. 6)

[Signature] 11/12/2025

Sh. Satish (Plaintiff No. 2) and
Smt. Indershi Devi (Plaintiff No. 5)
Through their SPA Holder
Mr. Yamandeep
Collectively Plaintiffs/ the Second Party

3. The Settlement Agreement dated 11.12.2025 has been signed by the Plaintiffs and the Defendants.

4. The Plaintiffs and the Defendants are present in Court today. They have been identified by their respective Counsels. It is stated by the Plaintiffs and the Defendants 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.



5. This Court has also perused the Settlement Agreement dated 11.12.2025 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.
6. The Settlement Agreement dated 11.12.2025 is taken on record.
7. The Parties are bound by the terms contained in the Settlement Agreement dated 11.12.2025.
8. It is made clear that any violation of the Settlement Agreement dated 11.12.2025 would be construed as a violation of an undertaking given to the Court.
9. The Suits are disposed of as withdrawn in terms of the Settlement Agreement dated 11.12.2025, along with pending application(s), if any.
10. Let a decree sheet be drawn up according to the Settlement Agreement dated 11.12.2025.
11. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiffs in terms of Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

MAY 05, 2026

Rahul