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

+ **CS(OS) 421/2022**

SAKET TAYAL

.....Plaintiff

Through: Mr. Saurabh Seth, Ms Neelampreet Kaur, Mr Abhiroop Rathore Mr Kabir Dev Mr sukhvir Singh, Advs. along with Mr. Saket Tayal (party in person)

versus

MRS. MANJUSHA

.....Defendant

Through: Ms. Gunjan Sharma, Mr Praveen Alok, Advs.
Mr. Praveen Alok, Mr. Sumit Aggarwal, Mr. Gunjan Sharma, Ms. Jyotsana Batra and Mr. Deependra Saini, Advs., for the Defendant

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% 26.05.2026

I.A. 14738/2026 & I.A. 14792/2026

1. The present Application has been filed on behalf of the Plaintiff under Order XXIII Rule 3 of the CPC for passing a decree in the instant Suit on the ground of settlement arrived at between the parties.
2. The instant Suit is one for declaration, perpetual mandatory injunction and for partition with respect to the property bearing No.A-10/3, Vasant Vihar, New Delhi-110057 along with other consequential reliefs.
3. The parties were referred to the Delhi High Court Mediation &



Conciliation Centre and a Settlement Agreement dated 08.04.2026 has been arrived at between the parties.

4. The entire Settlement Agreement dated 08.04.2026 is reproduced to read as under:-

Date: 08.04.2026

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 08.04.2026.

BY AND BETWEEN

Mrs. Manjusha, W/o Late Shri Sukh Nandan Premi alias Shri S.N. Swaroop, aged about 75 years, residing at House No. A-10/3, First Floor, Vasant Vihar, Kusumpur, South West Delhi, Delhi 110057, hereinafter referred to as the "First Party" (which expression shall, unless repugnant to the context or meaning thereof, include her heirs, legal representatives, administrators, and assigns);

AND

Mr. Saket Tayal, S/o Late Shri Sukh Nandan Premi alias Shri S.N. Swaroop, aged about 41 years, residing at House No. A-4 Hillview Apartments, Vasant Vihar, New Delhi 110057, hereinafter referred to as the "Second Party" (which expression shall, unless repugnant to the context or meaning thereof, include his heirs, successors, legal representatives, administrators, and assigns);

AND

Ms. Sveta Gupta, D/o Late Shri Sukh Nandan Premi alias Shri S.N. Swaroop, residing at Flat No- 818, C A Apartments, A-3, Near Jwala Heri market, Paschim Vihar, West Delhi, Delhi 110063, hereinafter referred to as "Confirming Party No. 1";

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Ms. Silky Tayal, D/o Late Shri Sukh Nandan Premi alias Shri S.N. Swaroop, residing at, A10/3, First floor, Left Side, Vasant Vihar 1, South West Delhi, Delhi 110057, hereinafter referred to as "Confirming Party No. 2".

(The First Party, Second Party, and Confirming Parties are hereinafter jointly referred to as the "Parties".)

WHEREAS, the Parties are the legal heirs of Late Shri Sukh Nandan Premi alias Shri S.N. Swaroop, who passed away on 12.02.2013;

AND WHEREAS, the Parties and their other family members own several properties, the particulars of which, along with present ownership, are stated in Schedule 1 to this Settlement;

AND WHEREAS, the Second Party had filed a partition suit titled Saket Tayal vs. Mrs. Manjusha bearing case no. CS (OS) No. 421 of 2022 before the Hon'ble Delhi High Court, seeking a share in the property owned by the First Party being House No. A-10/3, First Floor, Vasant Vihar, New Delhi;

AND WHEREAS, to maintain peace in the family, the Parties have agreed to amicably resolve all disputes, claims, and differences through mutual discussion and have agreed upon the division and settlement of all properties as recorded herein;

AND WHEREAS, the Parties have voluntarily decided to record this Settlement at the Mediation Centre of the Delhi High Court and to request the

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Hon'ble Delhi High Court to take this on record and pass a Compromise Decree in terms hereof.

AND WHEREAS the said C.S. (OS) No. 421 of 2022 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 13.08.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS the parties agreed that Mr. Virender Mehta, Advocate, would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS comprehensive mediation sessions were held with the parties and their respective counsels through video conferencing on various dates through video conferencing and physically. Due to the proactive participation of the Counsels for the Parties, the Parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY AGREE, COVENANT, AND DECLARE AS UNDER:

1. Division of Properties and Condition Precedent The Parties agree that the properties mentioned in Schedule 1 shall stand divided in the manner stated therein. The First Party's obligation to execute any transfer documents in favour of the Second Party is strictly contingent upon the Second Party's prior, full, and absolute compliance with all his financial, administrative, and transfer obligations outlined in this Settlement and Schedule 2.

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2. Strict 30-Day Conditions Precedent: Address Rectification and Financial Discharge, As an absolute prerequisite to any property transfers or obligations undertaken by the First Party or the Confirming Parties, the Second Party unequivocally covenants and agrees to complete both of the following actions within a strict, period of 30 (thirty) days from the date of execution of this Settlement:

- **A. Rectification of Addresses and Statutory IDs:** The Second Party shall rectify, update, and change the residential address on all statutory identification documents (including but not limited to Aadhaar Cards, Passports, PAN Cards, and Driver's Licenses) as well as all bank, financial, and official records pertaining to himself, his spouse (Mrs. Mona Tayal), and his daughter (Ms. Syra Tayal). The Second Party shall ensure that any and all references to the First Party's property at A-10/3, First Floor, Vasant Vihar, New Delhi, are completely removed and replaced with a new address that does not belong to the First Party.

B. Absolute Discharge and Closure of Loans/Joint Accounts: The Second Party shall, at his sole cost and expense, pay in full, liquidate, and unconditionally close all joint bank accounts, joint loan accounts, housing loans, fixed deposits, lockers, overdraft accounts, and any other joint financial instruments held in the names of the First Party and/or Ms. Sveta Gupta with the Second Party. This specifically includes, but is strictly not limited to, the complete discharge and closure of the following known accounts:

- OD Account: 1527009900000191
- OD Account: 1527009900000395

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- OD Account: 1527009900000207
- Housing Loan Account: 152700NC39000783
- Housing Loan Account: 152700NC39001603
- Savings Account (HDFC - Manjusha): 03361000035154
- Savings Account (Canara Bank - Manjusha): Account number not known
- Savings Account (HDFC - Sveta): 03361930005200
- The Second Party is legally obligated to disclose, clear, and close any other joint accounts or financial instruments not explicitly mentioned above. The Second Party assumes sole liability for all outstanding dues across all such accounts and shall procure original "No Dues Certificates" and "Account Closure Certificates" for every single account to present to the First Party.

Consequence of Non-Compliance: The Second Party must produce the original updated ID documents and the original bank closure/no-dues certificates to the First Party for physical verification on or before the expiry of the said 30 (thirty) days. It is expressly agreed that the First Party's obligation to proceed with any subsequent steps, property divisions, or property transfers mentioned in this Settlement is strictly contingent upon the verified completion of these conditions. Should the Second Party fail to complete these actions and provide documented proof within the stipulated 30-day timeline, the First Party shall not proceed with this Settlement and shall not be deemed in default of any obligations hereunder.

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3. Court Proceedings The Parties agree to file this Settlement Agreement before the Hon'ble High Court of Delhi in the matter of *Saket Tayal vs. Mrs. Manjusha* [CS (OS) No. 421 of 2022] and jointly pray that the same be taken on record to pass a Compromise Decree in terms thereof. Upon such decree, the suit shall stand withdrawn and disposed of by the Second Party.

4. Transfer and Transition of F-112, Raheja Atlantis, Gurgaon (The "Scheduled Property") The Second Party covenants and agrees to the following regarding the Scheduled Property, in favour of Confirming Party No. 1 (Ms. Sveta Gupta):

Agreement to Relinquish: The Second Party, for himself and his legal heirs, agrees to execute and register a formal Relinquishment/Transfer Deed to absolutely and forever surrender all his rights, titles, and interests in the Scheduled Property in favour of Ms. Sveta Gupta. All costs of this transfer, including stamp duty and registration, shall be borne exclusively by the Second Party.

Clearance of Dues: Prior to the transfer, the Second Party must clear all outstanding liabilities, loans, mortgages, property taxes, utility bills, (gas, electricity, water, Wi-Fi, landline etc.) and society maintenance charges. He shall deliver a "No Dues Certificate" from the relevant statutory departments and the RWA to the Confirming Party No. 1, Ms. Sveta Gupta.

Tenancy Attornment: The Second Party shall formally introduce Ms. Sveta Gupta as the absolute new owner to the existing tenant, ensure a fresh lease is executed in her name, and immediately cease the collection of any rent. Furthermore, the Second Party shall refund the tenant's security deposit to Ms.

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Sveta Gupta via Demand Draft for One Lakh Fifty Thousand Rupees prior to the registration of the title transfer.

Preservation of Assets: The Second Party is strictly prohibited from removing any permanent fittings, fixtures, furniture, or appliances currently situated within the Scheduled Property.

5. Varanasi Hotel Litigation and Absolute Indemnity

The Second Party shall unconditionally take over all rights, liabilities, and costs arising from any pending litigation regarding the Varanasi Hotel property, whether filed by or against Late Mr. S.N. Swaroop. Upon the Second Party providing a legally binding indemnity protecting the First Party, Confirming Party No. 1, and Confirming Party No. 2 from any financial or legal liability arising from this litigation, the First Party and the Confirming Parties agree to execute necessary documents to relinquish their claims in said litigation.

6. Protection of First Party's Estate and Testamentary Rights

The First Party shall retain the absolute, unfettered right to alienate, assign, bequeath, or transfer any and all movable or immovable properties in her possession to any third party of her choosing-expressly excluding the Second Party, his legal heirs, and immediate family members. The Second Party covenants and agrees to interpose no objection, whether directly or indirectly, to the probate of the First Party's Will and shall execute any documents necessary to effectuate such probate proceedings without contest.

7. Waiver of Future Claims

Waiver by Second Party: The Second Party, for himself and on behalf of his legal heirs, successors, and assigns, hereby irrevocably and absolutely waives,

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disclaims, and relinquishes any and all present or future claims, rights, titles, or interests in the estate, assets, or properties of the First Party following her demise.

Waiver by First Party: Subject strictly to the Second Party's full compliance with all terms, payments, and conditions of this Settlement, the First Party agrees she shall not raise or maintain any claim in the estate of the Second Party following his demise.

8. Strict Indemnification by the Second Party

The Second Party warrants that the properties being transferred to the First Party and Ms. Sveta Gupta are free from all encumbrances, charges, or legal attachments. The Second Party specifically agrees to unconditionally indemnify, defend, and hold harmless the First Party and the Confirming Parties against any and all losses, damages, costs, or expenses (including legal fees) incurred due to:

Any undisclosed personal or business loans, liabilities, arrears, or pending statutory dues pertaining to the properties prior to the date of transfer.

Any defect in the title of the Second Party, or any claims raised by his legal heirs, wife, daughter, creditors, or any third party asserting a right over the properties or challenging this Settlement.

Any breach of the representations regarding the fittings, fixtures, or security deposit refunds, pertaining to F112 Raheja Atlantis, Gurgaon property.

This indemnity shall remain in full force and effect and shall survive the execution and registration of this Settlement indefinitely.

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9. Costs, Expenses, and Court Filings

All costs for the transfer of properties, including stamp duty, registration charges, court fees, and legal liaison expenses, shall be paid solely by the Second Party. Any outstanding loans on properties coming to the share of the First Party or Ms. Sveta Gupta must be fully cleared by the Second Party at his own cost prior to any transfer. The Parties agree to file this Settlement before the Hon'ble High Court to pass a Compromise Decree, after which the Second Party shall immediately withdraw CS (OS) No. 421 of 2022.

10. Binding Nature and Contingency

This Settlement shall be final and binding upon the Parties, subject to the Hon'ble High Court of Delhi accepting it on record. In the event the Court does not pass a Compromise Decree in terms hereof, this Settlement shall automatically stand terminated and void ab initio, conferring no rights or liabilities, and shall not be used as an admission in any litigation.

11. Free Will and Governing Law

The Parties declare that they have executed this Settlement of their own free will, without coercion or undue influence. This Settlement shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts at New Delhi.

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

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future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.

The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, 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.

5. Under the Settlement Agreement, the parties have decided to divide the properties, movable or immovable, in a manner as provided for in the Settlement Agreement. The parties have also agreed to get disposed of the various proceedings which are pending between the parties in terms of the Settlement Agreement.

6. The Plaintiff and the Defendant are present in Court today. They state that they have read and understood the contents of the Settlement Agreement and have put their signatures on the Settlement Agreement and that they have filed the present application along with the affidavits by the Plaintiff and the Defendant supporting the application.

7. This Court has also perused the terms of the Settlement Agreement dated 08.04.2026, which is lawful in nature and accordingly, the Suit can be disposed of in terms of the Settlement Agreement dated 08.04.2026, under Order XXIII Rule 3 of the CPC.

8. The Plaintiff and the Defendant have also given separate statements in Court stating that they have signed the Settlement Agreement dated 08.04.2026 after having read the contents, without any coercion, force or



undue influence.

9. This Court is of the opinion that the ingredients under Order XXIII Rule 3 of the CPC have been satisfied.

10. Let the decree sheet be drawn up according to the Settlement Agreement dated 08.04.2026.

11. The parties are bound by the Settlement Agreement dated 08.04.2026. It is made clear that the parties shall abide by the terms of the Settlement Agreement and any violation of the Settlement Agreement would result in violation of the undertaking given to the Court and will have its consequences.

12. In view of the fact that the settlement has been arrived at between the parties, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.

13. The Suit is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 26, 2026

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