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

+ **CS(OS) 509/2023 & I.A. 30803/2024**

JASWANT SINGH GOHEL

.....Plaintiff

Through: Mr. Nimish Chib, Advocate

versus

HARKISHAN SINGH GOHEL & ORS.

.....Defendants

Through: Mr Piyush Arora, Advocate for D1 & D-3

Mr. Sanjeet Singh & Ms. Yamini Khurana, Advocates for Defendant No.2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.02.2026

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1. The instant Suit is one for partition of the suit property bearing No.6/89-90, Malviya Nagar, New Delhi – 110017 measuring area 144 sq. yards and for declaring 1/4th share of the suit property in favour of the Plaintiff.

2. It is stated that during the pendency of the present Suit, the parties were referred to Delhi High Court Mediation Centre to settle the dispute amicably. The parties have entered into a Settlement Agreement dated 06.01.2026. The terms of the said Settlement Agreement are reproduced herein and the same reads as under:



SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on **06.01.2026**

BETWEEN

Jaswant Singh Gohel S/o Late Mengha Singh R/o 6/89-90, Malviya Nagar, New Delhi-17 (**hereinafter referred to as the FIRST PARTY**), an expression which means and includes their legal heirs, agents, assignees and legal representatives.

AND

Harkishan Singh Gohel S/o Late Mengha Singh R/o 6/89-90, Ground Floor, Malviya Nagar, New Delhi-17 (**hereinafter referred to as the SECOND PARTY**), an expression which means and includes their legal heirs, agents, assignees and legal representatives.

AND

Harkirat Singh Gohel S/o Late Mengha Singh R/o 6/89-90, First Floor, Malviya Nagar, New Delhi-17 (**hereinafter referred to as the THIRD PARTY**), an expression which means and includes their legal heirs, agents, assignees and legal representatives.

AND

Gurcharan Singh Gohel S/o Late Mengha Singh R/o 6/89-90, Second Floor, Malviya Nagar, New Delhi-17 (**hereinafter referred to as the FOURTH PARTY**), an expression which means and includes their legal heirs, agents, assignees and legal representatives.

AND

M/s BNG Homes LLP at 3/31, Malviya Nagar, New Delhi-110017 through its Authorised Representatives Mr. Ravi Nagpal authorised vide Board Resolution dated 02.01.2026, copy of the same is annexed herewith as **ANNEXURE-A** (hereinafter referred to as "**Confirming Party**")

WHEREAS the First Party had filed a suit seeking partition bearing no. CS (OS) 509/2023 titled Jaswant Singh Gohel v Harkishan Singh Gohel & Others" against Second, Third and Fourth party in the present Settlement agreement.

AND WHEREAS vide order dated 20.02.2025 in the aforesaid suit, a preliminary decree declaring First, Second, Third and Fourth party to the present agreement as equal 1/4th co-owner of the property bearing no. 6/89-90, First Floor, Malviya Nagar, New Delhi-17 was passed by the Hon'ble High Court of Delhi and vide the same order, the Hon'ble High Court of Delhi was



pleased to refer the parties to mediation before the Mediation Centre at Hon'ble High Court of Delhi.

AND WHEREAS Samadhan nominated Mr. Rakesh Munjal, Sr. Advocate shall act as Mediator in the present Mediation proceedings and the parties agreed to the same.

AND WHEREAS various comprehensive mediation sessions were held with the parties during the process of Mediation.

AND WHEREAS with the able guidance of the Ld. Mediator and co-operations of all parties and their respective counsels, all the aforesaid parties have agreed to fully and finally resolve all their pending disputes/ court case enumerated herein above, vide the present Settlement Agreement on mutually and amicably agreed terms which are enumerated as under:

1. First, Second, Third and Fourth Party to the present agreement confirm and acknowledge that they each of the have equal 1/4th share in the aforesaid entire property bearing no. R/o 6/89-90, Malviya Nagar, New Delhi-17.
2. It is further agreed between all the aforesaid parties that one M/sBNG Homes LLP (Confirming Party) through its partners Ramgopal Bhardwaj and Ravi Nagpal shall purchase ¼ share of the aforesaid property at the valuation of Rs 7,90,00,000/- for the entire property.
3. Since only Jaswant Singh Gohel have expressed his desire to sell off his 1/4th share in the aforesaid property therefore M/s BNG Homes LLP shall pay a sum of Rs 1,97,50,000/- to Sh. Jaswant Singh Gohel in lieu of his 1/4th share in the aforesaid property i.e. third floor alongwith the entire roof wherein BNG Homes LLP shall not raise any construction over the roof of the third floor and Party No.2 to 4 shall have right of access to roof subject to mutual agreement between them and BNG Home LLP. Out of the aforesaid sale consideration, it is agreed that M/s BNG Homes LLP shall pay 10% i.e. 19,75,000/- to Sh. Jaswant Singh as earnest money at the time of signing of the present Settlement Agreement. Sh. Jaswant Singh Gohel acknowledges receipt of cheque bearing no. 297914 dated 16.05.2025 amounting to Rs 5,00,000/- and further earnest a Settlement amount of Rs 14,75,000/- shall be paid to Sh. Jaswant Singh Gohel at the time of the signing of the present Settlement Agreement. The said a Settlement Agreement i.e. 10% of the sale consideration a Settlement amounting to Rs 14,75,000/- shall be considered as earnest money and the same shall be liable to be forfeited in case of default of the present agreement by the Confirming Party. The balance sale consideration shall be paid by the confirming party, M/s BNG Homes LLP to Sh. Jaswant Singh Gohel within 3 months of execution of the present Settlement Agreement which may be mutually extended by another 3 months if in case the NOC from L&DO regarding the present sale is delayed for any reasons. It is agreed between the parties that Sh.



Jaswant Singh Gohel shall execute sale deed of his 1/4th share in the aforesaid property in favor of M/s BNG Homes LLP after receipt of the entire sale consideration from M/s BNG Homes LLP.

4. It is further agreed between the parties that within a week of execution of present Settlement Agreement, the other three brothers namely Gurcharan Singh, Harkirat Singh Gohel and Harkishan Singh Gohel (Party 2 to 4) who are in possession of the entire built area of the aforesaid property shall enter into Construction agreement either with M/s BNG Homes LLP (Confirming Party) or any other builder/contractor with mutual discussion with each other wherein terms and conditions of reconstruction of the said property including but not restricted to costs of reconstruction, choice of floor, material to be used etc. shall be agreed in writing between M/s BNG Homes LLP/builder and Gurcharan Singh, Harkirat Singh Gohel and Harkishan Singh Gohel. It is agreed between Party no. 2 to 4 and the confirming party that in case M/s BNG Homes LLP is agreed to reconstruct the building then cost of construction to the tune of 30% shall be borne by M/s BNG Homes LLP as against prospective third floor along with roof rights as their 1/4th share in the aforesaid property and balance 70% of the cost of reconstruction share be borne equally by Party 2 to 4 respectively but in case any other builder is agreed by Party no. 2 to 4 and M/s BNG Homes LLP then the terms of engagement with the builder shall be agreed by Party no. 2 to 4 and M/s BNG Homes

collectively with the said Builder in writing and in such an event the cost of construction shall be borne equally by Party no. 2 to 4 and M/s BNG Homes LLP. In either case, it is agreed between the parties that M/s BNG Homes LLP shall not raise any unauthorised construction over the prospective third floor nor block the staircase to the terrace. Party no. 2 to 4 shall have access to the terrace to check, install and maintain water tanks, TV antenna etc. and Party no. 2 to 4 could even use the terrace after mutual understanding with M/s BNG Homes LLP.

5. It is further agreed between Party 1 to 4 that on or before 60 days of signing of the present agreement, vacant and physical possession of the aforesaid property shall be handed over to M/s BNG Homes LLP in order to start reconstruction of the aforesaid property either by some other builder or by M/s BNG Homes LLP as may be mutually decided amongst Party no. 2 to 4 and M/s BNG Homes LLP. The parties shall endeavour that the aforesaid construction shall complete within 18 months from handing over of vacant and physical possession of the property.
6. All the parties to the present agreement undertake that they all shall co-operate with each other and also M/s BNG Homes LLP for including but not restricted securing, signing of all transfer/title documents, getting No Dues certificate from Electricity, water and property tax department, L&DO, affidavits and visits to government offices etc and undertake to



do all acts necessary to transfer the share of Sh. Jaswant Singh in the name of M/s BNG Homes LLP within a period of 3 months from execution of the present settlement agreement which may be extendable by another 3 months in case of delay of NOC regarding the aforesaid sale from L&DO department. The costs of seeking NOC from L&DO shall be borne by M/s BNG Homes LLP.

7. M/s BNG Homes LLP through their partner have also signed the present agreement in order to express their knowledge and acceptance of the terms and conditions of the present settlement.
8. It is further agreed between the parties that Sh. Harkishan Singh Gohel and Sh. Harkirat Singh Gohel jointly and equally shall reimburse hotel billsto the tune of Rs 1,16,000/- of Sh. Jaswant Singh Gohel for his stay in India at the time of signing of the present settlement agreement against proof of payment of such an amount as hotel bill by Sh. Jaswant Singh Gohel.
9. Party No. 1 to 4 assures and undertakes to M/s BNG Homes LLP that they have complete and absolute title over the suit property and there is no legal impediment against them from executing this Settlement Agreement or fulfilling their obligations under the present settlement agreement. In case any other of their legal heirs or legal heirs of their father or any third party disputes their title over the aforesaid property in future than Party no. 1 to 4 undertake to indemnify M/s BNG Homes LLP for loss and damages suffered in addition to refund of money from Sh. Jaswant Singh Gohel alongwith any other legal remedy available in law to M/s BNG Homes LLP against Party no. 1 to 4.
- 10.All the aforesaid parties assures and undertakes that they shall comply with the terms of the present agreement with full sincerity.
- 11.All the aforesaid parties have no objections if the aforesaid litigation is decreed in terms of the present settlement agreement.
- 12.All the aforesaid parties assures and undertakes that after compliance of terms at clause 3 & 4, all inter-se disputes amongst themselves stands resolved fully and amicably between all the parties qua the aforesaid property and neither party is left with claims of any kind against the other party qua the aforesaid property on compliance of the terms agreed herein.
- 13.It is further agreed between the parties that in light of the present amicable settlement all issues pending between all the aforesaid parties in regards to the aforesaid property stands fully and finally settled amongst them. Allthe aforesaid parties assure and undertake that they shall



withdraw all the complaints, litigation (if any) other than one mentioned in the present settlement pending against the other party in light of the present settlement and further undertake no to file any civil or criminal complaint against each other on issues or disputes related to the aforesaid property in future as well.

14. That all the parties to the present agreement have agreed to the present terms of settlement amicably, without any fear, coercion or threat of any sorts from anyone.

15. That all the parties of the Settlement Agreement undertake to abide by the terms of the present settlement to its fullest and all the parties have no objections if all pending litigations between the parties are disposed off as settled in light of the present Settlement Agreement.

16. All the parties have read and understood the contents of the present Settlement Agreement in vernacular and the contents of the same are true, correct and acceptable by all the parties for full and final settlement of all their inter-se dispute.

3. All the parties i.e., the Plaintiff and the Defendants have signed the Settlement Agreement and confirmed that the parties will equally get 1/4th share in the suit property.

4. It is stated that the share of the Plaintiff (1/4th) has been agreed to be sold to M/s BNG Homes LLP at a valuation of Rs 7,90,00,000/- for the entire property.

5. Learned Counsels for the Parties in unison states that the parties have entered into a settlement.

6. This Court has perused the Settlement Agreement dated 06.01.2026 and finds that the said Settlement Agreement is a lawful agreement.

7. The parties are bound by the terms of the aforesaid Settlement Agreement.

8. In view of the above, the Suit is decreed in terms of the Settlement



Agreement entered into between the parties.

9. Let a Decree Sheet be drawn in terms of the Settlement Agreement dated 06.01.2026.

10. Accordingly, the present Suit is disposed of along with the pending applications, if any.

11. Since the parties have settled the matter, the Plaintiff shall be entitled to the refund of Court Fees in terms of Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

FEBRUARY 20, 2026

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