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

+ CS(OS) 674/2022 & I.A. 17841-17842/2022, I.A. 14424/2023, I.A. 39694/2024, I.A. 42554/2024, I.A. 8692/2025, I.A. 9056/2025, I.A. 17201/2025, I.A. 17792/2025, I.A. 18507-18508/2025, I.A. 7619/2026

ANUPAM PAUL

.....Plaintiff

Through: Mr. Dinesh Jotwani, Ms. Shivalika Midha, Mr. Bhargav Baisoya and Mr. Rajat Sharma, Advocates.

versus

ABHISHEK PAUL & ORS.

.....Defendants

Through: Mr. Dhruv Malik and Mr. Shiven Varma, Advocates for D-3 to 5

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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06.04.2026

1. On 23.03.2026, this Court recorded that the parties have entered into a Settlement Agreement dated 29.01.2026.
2. A joint application being I.A. 7619/2026 has been filed under Order XXIII Rule 3 of the CPC for passing a decree in terms of the Settlement Agreement dated 29.01.2026 which has been arrived at between the parties. However, the joint application had not been signed by all the Defendants and therefore the matter was adjourned for today, i.e., 06.04.2026, to enable the parties to file affidavits agreeing to the Settlement Agreement dated 29.01.2026.
3. The affidavits of Defendants No.3, 4 and 5 have now been filed stating that they have read and understood the contents of the Settlement



Agreement dated 29.01.2026 and that they will abide by the Settlement Agreement dated 29.01.2026 and a decree be passed in terms of the Settlement Agreement dated 29.01.2026.

4. The Plaintiff is present in Court today. All the Defendants are present through video-conferencing and they have been identified by their Counsel, who is present in Court today.

5. The Settlement Agreement dated 29.01.2026 reads as under:-

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 29.01.2026:

BETWEEN

1. Sh. Anupam Paul s/o late Sh. J.K. Paul permanent R/o C-148 Second Floor, Greater Kailash, Part-1, New Delhi-110048 and presently at E-203, Second Floor, Civitech Stadia, Sector 79, NOIDA, Uttar Pradesh 201301 hereinafter referred to as the **PLAINTIFF/ FIRST PARTY** (which expression shall unless it be repugnant to the context or meaning thereunder includes his successors in interest and assigns).
2. Sh. Abhishek Paul S/o late Sh. J. K. Paul R/o C-148 Ground Floor, Greater Kailash, Part-1, New Delhi-110048, hereinafter referred to as the **DEFENDANT NO. 1** (which expression shall unless it be repugnant to the context or meaning thereunder includes his successors in interest and assigns).



3. Smt. Snigdha Paul w/o late Sh. J.K. Paul r/o C-148 Ground Floor, Greater Kailash, Part-1, New Delhi-110048, hereinafter referred to as the **DEFENDANT NO. 2** (Both Defendant Nos. 1 and 2 are collectively referred to as the **SECOND PARTY** (which expression shall unless it be repugnant to the context or meaning thereunder includes her successors in interest and assigns).
4. Smt. Rekha Paul w/o late Sh. Ranjan Paul R/o C-148 First Floor, Greater Kailash, Part-1, New Delhi-110048, hereinafter referred to as the **DEFENDANT NO. 4**, (Defendant Nos. 3 (Gaurav Paul) and 4 & 5 (Madhulika Paul) are collectively referred to as the **THIRD PARTY** (which expression shall unless it be repugnant to the context or meaning thereunder includes her successors in interest and assigns). Defendant Nos. 3 and 5 (son and daughter of above named party being Defendant No. 4) have already relinquished their shares, if any, in favour of Smt. Rekha Paul-their mother, Defendant No. 4.

That the above three Parties are the only contesting parties and Defendant Nos. 6 to 18 are Non-contesting parties who also have either given up/relinquished their claim/rights in the suit property or have no title or interest in the same as would be explained herein under.



WHEREAS late Sh. Baren Kumar Paul had acquired the property/ plot admeasuring approximately 310 sq. yds., bearing House No. C-148, Greater Kailash, Part-I, New Delhi-110048 (**hereinafter referred to as the Suit Property**) during his lifetime, vide a duly executed Sale Deed, dated, 21.07.1964. The entire Suit Property, became the exclusive property of his wife Chitra Paul, after his demise on 09.11.1999 and her name was recorded in the Revenue Records, as such. Thereafter Smt. Chitra Paul also died on 30.05.2016. Sh. Baren Kumar Paul and Smt. Chitra Paul died without having any children. However, Smt. Chitra Paul executed a Will dated, 01.08.2012. The said Will became known to the other two **Parties** only after it was filed by the Second Party at the time of filing their Written Statement and the same, as has been agreed to by the **Parties** herein, is being broadly given effect to, by way of this Settlement Agreement.

AND WHEREAS due to disputes having arisen between the First and Second Party, the above said CS (OS) No. 674 of 2022 for Partition of the Suit Property by metes and bounds, was filed by the First Party against the Defendants including the Second and Third Party (arrayed as Defendants No.1 to 4) who are in occupation of their respective floors/property as per details contained in the Memo of Parties of the Suit. Presently the suit property comprises of three floors where Ground Floor is in the exclusive use and possession of Sh. Abhishek Paul (Defendant no. 1) and his family along with his mother, Smt. Snigdha Paul (Defendant no. 2). The First Floor of the suit property is in the exclusive use and possession of Smt. Rekha Paul (Defendant no. 4) and her son, Sh. Gaurav Paul (Defendant no. 3) with his family. The second floor of the suit property is currently

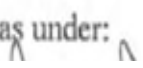


lying locked and vacant. As per Third Party, in the year 1989, by way of an MOP, the First Floor was given to the share of Sh. R. K. Paul (brother of Baren Kumar Paul) - father and husband of the defendants No.3 and 4, respectively. Defendants No. 6 to 18 have no concern with the suit property, after the Will executed by late Smt. Chitra Paul was disclosed by the Second Party. The First Party/Plaintiff has also moved an application (I.A. No.41632 of 2024) for deletion of the said parties from the array of Parties and the same is pending orders of the Hon'ble Court. The Second and Third Party give their no objection to the Hon'ble Court for allowing this application.

AND WHEREAS the matter was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 28.07.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS Ms. Maldeep Sidhu, Advocate was appointed as the mediator and the parties consented to the same.

AND WHEREAS various sessions were held between the parties and with the assistance of the Mediator and respective counsels.

ANDWHEREAS the three parties above described have agreed that, notwithstanding the Will of late Smt. Chitra Paul and disregarding documents that they may have relied on so far, to prove ownership and occupation of their respective floors in the suit property, bequeathed or left to them by Late Sh. Baren Kumar Paul and/or late Smt. Chitra Paul, the present mediation settlement be treated as an oral Family Settlement, being now recorded in writing as under:  under: 



- a) That all the three parties have agreed that the Abhishek Paul (Defendant No. 1), son of late Sh. J. K. Paul and Smt. Snigdha Paul shall be vested with the ownership, title and possession of the Ground Floor of the suit property, i.e. C-148, Greater Kailash, Part-I, New Delhi-110048, with all rights, title and interest in the same, having proportionate share in the land underneath.
- b) That all the three parties have further agreed that Smt. Rekha Paul (Defendant No. 4) w/olate Sh. Ranjan Kumar Paul shall be vested with the ownership, title, and possession of the First Floor of the suit property, i.e. C-148, Greater Kailash, Part-I, New Delhi-110048, with all rights title and interest in the same, having proportionate share in the land underneath.
- c) That it is understood that Sh. Gaurav Paul (Defendants 3) and Smt. Madhulika Paul (Defendant no. 5) have relinquished their rights in favour of Smt. Rekha Paul (Defendant no. 4) through relinquishment deed held on 06.06.2017 as per information received by SDMC in a clarification letter (Ref. No. Tax/A&C/CNZ/1796) in lieu of mutation application by Rekha Paul dated 24/08/2017.
- d) That all the three parties have further agreed that Anupam Paul (Plaintiff), s/o late Sh. J.K. Paul and Smt. Snigdha Paul shall be vested with the ownership, title, and possession of the Second Floor of the suit property, i.e. C-148, Greater Kailash, Part-I, New Delhi-110048, with all rights title and interest in the same, having proportionate share in the land underneath. It is also agreed that the ~~Second Party~~ shall handover keys of



the Second Floor of the suit property to the First Party before the Hon'ble Court and allow him to move and occupy the said floor soon after when the Hon'ble High Court will record the statements of the parties and dispose of the present suit as prayed for.

- e) That all three Parties undertake to execute and sign whatever documents that may be required by any authority, for such transfer of the above said floors of the Suit Property to the concerned party, including NOC, Affidavits, Relinquishment or Gift Deed etc. in favour of such concerned party(ies).
- f) That the Second and Third parties agree to equally share and clear any unpaid water bill to Delhi Jal Board or other encumbrances on the suit property in respect of the property as was in their use and possession, till date.
- g) That no party or their family members shall create any obstruction on the staircase starting from the Ground Floor up to the 2nd floor of the property. Any existing obstruction shall be permanently removed by the respective parties/owners. That any source of recreation or earning by any of the parties shall not create any nuisance for the other parties. Visitor management shall be the responsibility of the individual owners to ensure no obstruction to driveways or parking areas and any willful neglect shall be treated as non-compliance to the settlement agreement.



- h) That henceforth, bills related to maintenance of common areas, water, electricity, water tank, plumbing or electrical works shall be shared equally between the resident parties, to be managed through equal contribution by parties which may be managed by the owner of the floor where maintenance is required.
- i) That no party shall make any structural changes to the suit property including construction of rooms, bathroom or any temporary or permanent storage that may endanger the old building structure in any manner. Parties are however, free to undertake repair/renovation in their own respective floors as and when required.
- j) That any structural repairs required on the exterior of the suit property shall be done with immediate effect with shared contribution from all the parties established through this agreement to ensure any further damage can be prevented. Any work to be carried out in the common areas by any of the parties shall be done with prior consent of all owners. Further no party shall encroach upon any common area for personal use. The First Party Agrees to restore any damage that may be caused to the First Floor and the ground floor due to renovation/moving on to their Second Floor premises within fifteen days of such damage.
- k) That the plaintiff shall not disturb the car parking space utilized by the current residing owners in anyway and this shall not be the cause of any future dispute after the agreement.
- l) No party shall engage in blocking or locking of easements rights, access rights and right of way to any of the common areas of the property. That



no party shall encroach upon any common area for personal use like gardening, pet upkeep, scrap storage etc. Any such wilful act shall amount to non-compliance and breach of the terms of the settlement agreement. One copy of the Key to the locks of all common areas (including the main gate) shall be in possession of owners of each floor. Any requirement of change of locks shall be pre-discussed and not executed without knowledge.

- m) That the Third Party agree that they shall remove all personal belongings which have been kept by them on the second floor of the suit property including plants, AC unit/s lying there, to the satisfaction of the First Party within 15 days of signing of this settlement agreement.
- n) That the parties shall appoint cleaning staff for cleaning/maintenance of common areas on their respective floors. The occupants shall maintain self-discipline, hygiene and good conduct at all times to avoid conflict.
- o) First Party/Anupam Paul shall pay compensation to Second Party/Snigdha Paul and Sh. Abhishek Paul towards past and future maintenance and living expenses of Smt. Snigdha Paul and reimbursement of expenses incurred by Sh. Abhishek Paul from 2011 till date, in respect of their shared responsibilities and compensation for mental agony and legal costs, in that behalf, in lieu of a full and final settlement of all disputes in the present suit. A separate agreement for the amount and mode of payment has been arrived at, between the First and Second Party, to the satisfaction of all three (Plaintiff and Defendants No.1 and 2). The E-Stamp containing the said financial settlement is



bearing No. IN-DL42826117078793Y Dated 29.01.2026. It has also been agreed that the Plaintiff/First Party shall continue to pay the monthly expenses of Rs.30,000/- (INR Thirty Thousand only) to his mother(Second Party/Defendant No.2) until the month of January, 2026.

- p) First Party/Anupam Paul shall not disturb the peaceful possession of Second Party and family and shall refrain from entering the ground floor of the property, without consent of the Second Party.
- q) Similarly, the First and Third Party further agree that Sh. Anupam Paul (Plaintiff/First Party) and his family members including pets shall refrain from meeting or interacting with the Third Party without consent of the Third Party.
- r) That if any of the three parties decide to sell their share / floor occupied by them, they shall offer to sell the same to the other two parties who may buy the floor at the current market rate, within a period of 45 days from the date of offer made to them.
- s) That the parties agree and undertake that if any other Case/Complaint/Proceedings, except the present Suit being CS (OS) 674/2022 is found pending before any Authority/Forum/Court, the same shall be withdrawn by the complainant party and/or shall be deemed to have been withdrawn by the respective parties in terms of present Settlement Agreement. After the suit is disposed of, none of the contesting Parties shall dispute or litigate in future in respect to their one floor each as agreed to above. Each of the Party shall have all rights to



get their respective floors registered and transferred to their own names or the name/s of their assignees.

- t) That it is also agreed amongst the parties that the present suit being CS (OS) 674 of 2022 and pending application(s) may be disposed of by the Hon'ble High Court of Delhi in terms of the present Settlement Agreement.
- u) By Signing this Settlement Agreement the parties hereby state that they have no further grievances, allegations, claims or demands against each other in respect of suit property.
- v) All the parties hereby state that they have fully understood the terms, consents, effect and consequences of the settlement Agreement. In case of breach/violation/deliberate disobedience, the party breaching the terms of the Settlement Agreement shall render himself/herself liable for Contempt proceedings.
- w) That the terms have been settled between the parties of their own free will, volition and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of fact or law) in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms.



x) All the parties undertake that they will abide by the terms and conditions set out in the Settlement Agreement.

6. This Court has also perused the terms of the Settlement Agreement dated 29.01.2026, which are lawful in nature and accordingly, the Suit can be disposed of in terms of the Settlement Agreement dated 29.01.2026, under Order XXIII Rule 3 of the CPC.

7. The Plaintiff has also given a separate statement in Court stating that he has signed the Settlement Agreement dated 29.01.2026 after having read the contents, without any coercion, force or undue influence.

8. The Defendants who are present through video-conferencing also state that they have read the contents of the Settlement Agreement dated 29.01.2026 and Defendants No.3, 4 and 5 have filed affidavits acknowledging the contents of the Settlement Agreement dated 29.01.2026 and state that a decree be passed in terms of the Settlement Agreement dated 29.01.2026.

9. This Court is of the opinion that the ingredients under Order XXIII Rule 3 of the CPC have been satisfied. Let the decree sheet be drawn up according to the Settlement Agreement dated 29.01.2026.

10. The parties are bound by the Settlement Agreement dated 29.01.2026.

11. 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.

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

SUBRAMONIUM PRASAD, J

APRIL 6, 2026/hsk