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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 763/2022 & I.A. 20595/2022, I.A. 20596/2022, I.A. 16632/2023, I.A. 18530/2023
SANTOSHPlaintiff

Through: Mr. Ghanshyam, Advocate
versus

SMT. PARVATI AND ORSDefendants
Through: Mr. Mahipal S. Drall, Adv.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
27.04.2026

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1. The present Suit is one for partition and rendition of accounts.
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 14.10.2025. The Settlement Agreement reads as under:-

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 14.10.2025.

BETWEEN

1. **Smt. Santosh**, Daughter of Late Sh. Nafe Singh, W/o Sh. Mohan Bahadur, Resident of Flat No. 52, Second Floor, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as PLAINTIFF/ FIRST PARTY (which expression shall unless it be repugnant to the context or measuring thereunder includes hersuccessors in interest and assigns).

AND

1. **Smt. Parvati Devi**, W/o Late Sh. Nafe Singh, Resident of Flat No.92-A/414, Lal Quarter Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as "Defendant No.1").
2. **Mr. Mukesh Kumar**, S/o Late Sh. Nafe Singh, Resident of Flat No.92-A/414, Lal Quarter Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as "Defendant No.2").

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M. Kumar

14.10.2025



3. **Mr. Rakesh Kumar**, S/o Late Sh. Nafe Singh, Resident of Flat No.11, First Floor, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as "Defendant No.3").
4. **Mr. Naresh Kumar**, S/o Late Sh. Nafe Singh, Resident of Flat No.73, Second Floor, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as "Defendant No.4")

ALL ABOVE FOUR HEREINAFTER COLLECTIVELY REFERRED TO AS THE DEFENDANTS / SECOND PARTY (which expression shall unless it be repugnant to the context or measuring thereunder includes all their successors in interest and assigns).

That the five Parties above, together shall be called as "**Parties**."

WHEREAS the Plaintiff and Defendants are Class I legal heirs of Late Sh. Nafe Singh, who passed away intestate on 01.05.2021, leaving behind immovable properties and movable assets as detailed in the plaint.

AND WHEREAS the Plaintiff had filed a suit for partition, rendition of accounts, and permanent injunction i.e. CS (OS) NO.763/2022, against the Defendants, seeking her rightful 1/5 share in the properties and assets left by the deceased.

AND WHEREAS the said CS (OS) NO.763/2022 was referred for amicable resolution of disputes between the Parties to "Samadhan (Delhi High Court Mediation and Conciliation Centre)" vide order dated 11.09.2025 passed by Hon'ble High Court of Delhi.

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AND WHEREAS the parties agreed that Ms. Maldeep Sidhu, Advocate would act 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.

AND WHEREAS all the Parties have agreed that since no Will was left by their husband/father, the pending suit for Partition CS (OS) NO.763/2022 between the parties may be decreed / disposed of in terms of this Settlement Agreement.

AND WHEREAS the parties agreed that this present mediation settlement be treated as a Memorandum of Oral Family Settlement, agreed to in May 2025 and again on 13.10.2025, during mediation, now being recorded in writing for purpose of record, and the present Suit for partition be disposed in terms thereof, recorded as under:

1. Allocation of Immovable Properties:

a) The Plaintiff shall exclusively receive ownership and possession of the entire plot and building at Property No.52, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026 (hereinafter referred to as "Property No.52"), with immediate effect, and shall have all tenancy rights over all tenants in the said building including to receive rentals from the said tenants with immediate effect. The tenant on the ground floor of this property are vendor of Mother Dairy Ice Cream and are currently paying a rent of Rs. 15300/- per month. The tenant of the First Floor is one Tek Bahadur who is currently paying rent of Rs. 10500/- per month.

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month. It is agreed between the parties that hence forth all rentals shall be given to Mrs. Santosh W/o Mohan Bahadur/First Party.

b) The Plaintiff shall relinquish all claims, rights, and interests in all the remaining immovable properties left by Late Sh. Nafe Singh, including:

- Flat No. 92-A/414, Ground Floor, Lal Quarter Colony Punjabi Bagh West, New Delhi
- Flat No. 11, First Floor, Swayam Sidha Colony Punjabi Bagh West New Delhi-110026
- Flat No. 201 & 202, Swayam Sidha Colony Punjabi Bagh West New Delhi-110026
- Built-up house measuring 150 sq. yds at Village Libaspur P.O. & P.S. Rai Dist. Sonapat Haryana
- Built-up house measuring 75 sq. yds at Village Libaspur P.O. & P.S. Rai District Sonapat Haryana

c) The Defendants/Second Party shall have exclusive ownership and possession of the above-listed properties.

2. **Movable Assets:** a) The Plaintiff shall relinquish all claims, rights, and interests in the movable assets left by Late Sh. Nafe Singh including:

- Bank accounts, fixed deposits, and lockers
- Jewellery
Santosh

[Handwritten signatures]
N. Kumar *[Signature]*
H. R. Singh



- Rental income from all properties except from property No. 52, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026.
- Gold ornaments
- Other cash and movable items

b) The Defendants shall have exclusive ownership and control over all movable and immovable assets left by Late Sh. Nafe Singh except to Plot and Building/Structure at Plot No.52, Swayam Sidha Colony Punjabi Bagh West, Delhi-110026. The Parties also agree that the Plaintiff shall not claim any right title or interest in any of the properties left to the share of the defendants, including any share that is to the share of Defendant No.1 (the Parties mother) for all times to come, whether or not Defendant No.1 leaves behind a WILL or not, since Defendant No.1 has clearly expressed her Wishes as above, having given an adequate share to her daughter, during her lifetime.

3. The Defendants/Second Party agree not to create any third-party rights, sell, transfer, or alienate **Property No.52, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026** until the ownership and possession are formally and lawfully transferred to the Plaintiff.

- It is agreed that the original documents of **Property No. 52** Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026 are already in possession of the Plaintiff/First Party. The Second Party defendants shall relinquish their claim in respect of **Property No. 52** Swayam Sidha Colony, Punjabi Bagh



West, New Delhi-110026 in favour of the First Party/Plaintiff within one month signing of this settlement agreement. Both Parties have agreed to willingly and without delay or harassment, give any NOC/Deed of Relinquishment/ Affidavit/Gift Deed/customary documents etc. as may be required by the other party, to effectually act upon this Settlement Agreement. If for any reason the required NOC is not given or could not be given then this Settlement Agreement shall be deemed to be the NOC/Affidavit/Release Deed etc. as may be required to effectually act upon this Settlement Agreement.

4. Any costs incurred for the transfer of **Property No.52, Swayam Sidha Colony, Punjabi Bagh West, New Delhi-110026** including legal fees, registration charges, and other related expenses, shall be borne by the Plaintiff.
5. The costs for the transfer of all other properties and movable assets shall be borne by the Defendants.
6. The parties agree to cooperate fully in the execution of this Agreement and refrain from any acts of harassment, intimidation, or threats against each other.
7. The parties agree to withdraw all pending legal proceedings related to this matter upon successful completion of the transfer of ownership and possession of **Property No.52** to the Plaintiff.

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8. Any disputes arising out of this Agreement shall be resolved through further mediation, as agreed upon by the parties.
9. All Parties agree that this Agreement is binding on all parties and their legal heirs, successors, and assigns.
10. This Agreement is executed voluntarily by all parties after fully understanding its terms and conditions. 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 subject property.
11. All the parties hereby state that they have fully understood the terms, consents, effect and consequences of the settlement Agreement, which has been read over and explained to them in Hindi. In case of breach/violation/deliberate disobedience, the party breaching the terms of the Settlement Agreement shall render themselves liable for contempt proceedings and damages to the tune of Rupees Ten Lakhs, subject to unforeseen circumstances.
12. 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.

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Rakesh *4/2/2012*
N. Kumar *29/04/2012*



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

PARTIES SIGNATURE

Santosh
Smt. Santosh
(Plaintiff/First Party)

पार्वती देवी
Parvati Devi

मुकेश कुमार
Mukesh Kumar

Rakesh
Rakesh Kumar

N. Kumar
Naresh Kumar
(Defendant/Second Party)

COUNSELS SIGNATURE

Vikas Dadeja
Mr. Vikas Dadeja, Enrl No. D/1081/1998(R)
(Advocate for the Plaintiff/First Party)

3. The Settlement Agreement has been signed by the Plaintiff and the Defendants.
4. The Plaintiff and the Defendant are present in Court today. They state 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 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 is taken on record.
7. The Parties are bound by the terms contained in the Settlement



Agreement.

8. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.
9. The Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 14.10.2025, along with pending application(s), if any.
10. Let a decree sheet be drawn up according to the Settlement Agreement dated 14.10.2025.
11. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

APRIL 27, 2026

Rahul