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

+ **CS(OS) 757/2023**

SH ARUN SINGH

.....Plaintiff

Through: Mr. Sanjeev Mahajan, Mr. Rahul Kumar, Ms. Rashika Ved and Mr. Vikas Singh, Advocates.

versus

MRS SAGUNA PURI SINGH & ORS.

.....Defendants

Through: Mr. Varun Singh, Mr. Himanshu Yadav, Mr. Shikhar Upadhyay, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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30.01.2026

1. The instant suit is one for partition of the suit property bearing the entire Ground Floor, garage, mezzanine floor over the garage block of Property No. C-284, Defence Colony, New Delhi.
2. It is stated that during the pendency of the present Suit, the parties have entered into a Settlement Agreement dated 20.11.2025. The terms of the said Settlement Agreement are reproduced herein and the same reads as under:

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**Delhi High Court Mediation and Conciliation Centre
Delhi High Court, Sher Shah Road, New Delhi**

Date: 20.11.2025

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 20.11.2025

BETWEEN

SH. ARUN SINGH, S/O LATE VIRENDRA SINGH, R/O C-284, DEFENCE COLONY, NEW DELHI-110024 (HEREINAFTER REFERRED TO AS THE "PLAINTIFF /FIRST PARTY", WHICH EXPRESSION SHALL, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, BE DEEMED TO MEAN AND INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS);

AND

MRS. SAGUNA PURI SINGH, W/O LATE ANURAG SINGH, (DEFENDANT NO. 1) (HEREINAFTER REFERRED TO AS THE "DEFENDANT NO. 1 / SECOND PARTY"

AND



MS. NAAMYA SINGH (MINOR) THROUGH HER MOTHER & NATURAL GUARDIAN MRS. SAGUNA PURI SINGH, (**DEFENDANT NO. 2**) AND MASTER IDHAANT SINGH (MINOR) THROUGH HER MOTHER & NATURAL GUARDIAN MRS. SAGUNA PURI SINGH, (**DEFENDANT NO. 3**) ALL R/O C-284, FIRST FLOOR, DEFENCE COLONY, NEW DELHI-110024 (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "**DEFENDANT NO. 2 & 3 / THIRD PARTY**") WHICH EXPRESSION SHALL, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, BE DEEMED TO MEAN AND INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS;

"First Party", "Second Party" and Third Party each are referred to herein separately as "Party" and are referred to herein collectively as the "Parties." There are no other parties to this Settlement Agreement.

WHEREAS the First Party has filed the present suit being CS (OS) 757/2023 for partition of suit property with respect to the property bearing No. Ground Floor (only), C-284, Defence Colony, New Delhi-110024 (**Hereinafter referred to as the Suit Property**) against the Second Party and Third Party before the Hon'ble High Court of Delhi.



AND WHEREAS the above said suit being CS (OS) 757/2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) *vide* order dated 14.07.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS the parties agreed that Mr. Raaj Malhotra, Advocate would act as Mediator in the matter of Mediation proceedings.

AND WHEREAS various mediation sessions were held with the Parties and their respective counsel during the process of mediation.

AND WHEREAS during the course of mediation, it has been disclosed that the parties are related to each other and wish to amicably settle disputes and differences with mutual consent with respect to the usage and maintenance of suit property.

The parties, with the assistance of the Mediator and proactive participation of their respective counsel(s) have voluntarily, their own free will, without any force and coercion have arrived at an amicable solution resolving the abovementioned disputes and differences on the following terms and conditions:



1. That it is agreed between the parties that the present suit being CS (OS) 757/2023 shall be disposed of with mutual consent as per the terms of this Settlement Agreement.
2. That it is agreed between the parties that they shall continue to use the Suit Property i.e. Ground Floor (only), C-284, Defence Colony, New Delhi-110024 jointly in the following manner:-
 - (a) The drawing room and dining room alongwith one attached Powder room, back courtyard, front lawn, driveway, staff bathroom (rear side of garage), storage above dining room extension and storage access from rear courtyard will remain common for use of the parties. The said portions are more particularly shown in Yellow Colour in the site plan attached as **ANNEXURE-A (COLLY)**.
 - (b) One bedroom with an attached bathroom on the front side, garage and store under staircase shall be used exclusively by the First Party. The said portions are more particularly shown in Blue Colour in the site plan attached as **ANNEXURE-A (COLLY)**.



- (c) One bedroom with attached bathroom, Mezzanine room/ office with attached powder room, kitchen and storage above lobby shall be in exclusive use of the Second and Third Party. The said portions are more particularly shown in Pink Colour in the site plan attached as **ANNEXURE-A(COLLY)**.
3. The common areas as stated above shall be maintained jointly with mutual cooperation by the parties and the exclusive portions as stated above will be maintained by the parties under whom the respective shares have been demarcated.
4. That rest of the floors of the property (First Floor, Second Floor and Terrace) have already been partitioned as per the Deed of Dissolution of HUF and Partition of Assets dated 02/08/1999 duly registered in the Office of the Registrar, Delhi and also recorded in the order of preliminary decree dated 23/02/2024 by the Hon'ble High Court of Delhi. It has been further agreed between the parties that the parties i.e. the First Party and Second & Third Party (jointly) will have 50% undivided share in the land beneath the plot bearing No. C-284, Defence Colony, New Delhi-110024.



5. The First Party/Plaintiff shall request to the Hon'ble Court for refund of court fees under Section 16 of the Court Fees Act, 1870 in view of the present Settlement Agreement from the Hon'ble Court and the Second Party/Defendant shall have no objection to this.
6. By signing the present Settlement Agreement, the parties hereto undertake that no claims or demands are left between the parties and that all the disputes and differences with respect to the suit property between the parties have been mutually and amicably settled.
7. That the electricity, water, property tax and other expenses pertaining to the suit property henceforth shall be shared equally between the parties.
8. The parties have no further disputes against each other with respect to the suit CS (OS) 757/2023 and all the disputes and differences in this regard have been settled mutually by the parties.



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9. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement agreement and not to dispute the same hereinafter in future.

PARTIES' SIGNATURE

Sh. Arun Singh
Plaintiff /First Party

Mrs. Saguna Puri Singh (Defendant No. 1 / Second Party)
For herself and on behalf of Defendant No. 2 & 3 / Third Party

COUNSELS' SIGNATURE

Mr. Rahul Kumar, Enrl. No. D/1864/2010
Advocate for the First Party

Mr. Himanshu Yadav, Enrl. No. D/4064/2022
Advocate for the Second Party and Third Party

(Raaj Malhotra)
Mediator

3. This Court has perused the Settlement Agreement dated 20.11.2025



and finds that the said Settlement Agreement is a lawful agreement.

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

5. In view of the above, the Suit is decreed in terms of the Settlement Agreement entered into between the parties.

6. Let a Decree Sheet be drawn in terms of the Settlement Agreement dated 20.11.2025.

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

SUBRAMONIUM PRASAD, J

JANUARY 30, 2026

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