



\$~58

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 813/2022**
NIDHI BENIWAL & ANR.Plaintiffs

Through: *Appearance not given*

versus

SUNITA SHOKEEN & ORS.Defendants
Through: **Mr. Parmesh Bali, Advocate**

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.05.2026

%

I.A. 13491/2026

1. The present Application under Order XXIII Rule 3 read with Section 151 of the CPC has been jointly filed by the Plaintiffs and Defendant No.1 for disposing of the present Suit in terms of the Settlement Agreement dated 04.05.2026, entered into between the parties before the Delhi High Court Mediation and Conciliation Centre.
2. The instant Suit is one for declaration, partition, rendition of accounts and mesne profits. During the pendency of the proceedings, the parties were referred to the Delhi High Court Mediation and Conciliation Centre to explore the possibility of an amicable settlement. It is stated that *vide* Settlement Agreement dated 04.05.2026, the parties have settled the disputes. A copy of the Settlement Agreement has been annexed with the present Application. The Settlement Agreement is reproduced in its entirety, and the same reads as under:-



SETTLEMENT AGREEMENT

This Settlement Agreement is made and executed on this 04.05.2026.

BETWEEN

Ms. Nidhi Beniwal, W/o Late Sh. Prashant Shokeen (Plaintiff No.1), having Aadhar card no.7194 5246 7256 and Master Ayaan Shokeen (Minor) (Plaintiff No.2), S/o Late Sh. Prashant Shokeen, having Aadhar card no. 5950 0201 3942 through his natural guardian and mother Ms. Nidhi Beniwal, both residents of A-3/56-57, 3rd Floor, Sector-5, Rohini, New Delhi – 110085 (hereinafter both collectively referred to as the "First Party", which expression shall, unless repugnant to the context, include their legal heirs, representatives and assigns).

AND

Ms. Sunita Shokeen, W/o Late Sh. Chander Pal (Defendant No.1), R/o Flat No. B-10, Manav Apartment, Sector-9, Rohini, New Delhi – 110085 (hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the context, include her legal heirs, representatives and assigns) through her Special Power of Attorney Mr. Abhinav Arya authorized vide Special Power of Attorney dated 20.04.2026. Copy of the same is annexed as **Annexure-A**.

The *First Party* and the *Second Party* are hereinafter collectively referred to as the "Parties" and individually as a "Party"

Nidhi

Sunita



SAMADHAN

AND WHEREAS Ms. Nidhi Beniwal is the widow and Master Ayaan Shokeen is the son of Late Sh. Prashant Shokeen; the marriage between Ms. Nidhi Beniwal and Late Sh. Prashant Shokeen was solemnized on 15.01.2017, and Master Ayaan Shokeen was born on 24.11.2018.

AND WHEREAS since the demise of Late Sh. Prashant Shokeen on 15.07.2021, the First Party has been residing separately from the Second Party at her parental home.

AND WHEREAS Ms. Sunita Shokeen, is the mother of late Sh. Prashant Shokeen.

AND WHEREAS the First Party (Plaintiffs) instituted a Civil Suit being CS(OS) No. 813/2022, titled "*Nidhi Beniwal & Anr. v. Sunita Shokeen & Ors.*", before the Hon'ble Delhi High Court. The present dispute arises out of the estate of Late Sh. Prashant Shokeen, who expired on 15.07.2021 intestate. Through the said Suit, the Plaintiffs have, inter alia, sought reliefs of partition, declaration, recovery of rent/mesne profits, and other consequential reliefs in respect of the immovable/movable properties and other financial assets forming part of the estate of the deceased. Apart from this the following cases are also pending between the Parties:

- (a) A civil recovery suit bearing CS (DJ) No. 160/2024, titled "*Sunita Shokeen v. M/s Roni Wares*", filed by the Second Party, pending before the Hon'ble Court of Sh. Sidharth Mathur, Ld. ADJ-01, North District, Rohini Courts, Delhi;



SAMANTHAN

- (b) FIR No. 357/2024 dated 07.10.2024, under Sections 498A/406 IPC, registered at Budh Vihar Police Station, filed by the First Party against Mrs. Sunita Shokeen, Mrs. Charu Shokeen and Mr. Abhinav Arya.

AND WHEREAS the immovable properties forming part of the subject matter of the Civil Suit being CS(OS) No. 813/2022, and in respect of which the disputes between the parties have arisen, are set out hereinbelow:

S.No	PARTICULARS OF PROPERTY	PROPERTY OWNER
1.	Khasra no. 74/9/3/2, 10/1/1, 10/2/1, 11/1/2 and 12/1/1/1 situated in colony known as Rajdhani Park, Mundka, Delhi-41	Smt. Sunita Shokeen and Lt.Sh. Prashant Shokeen
2.	Khasra no. 32/17/2 situated in on main Rohtak Road, Ashok Mohalla, Nangloi Jat, New Delhi-110041	Smt. Sunita Shokeen and Lt.Sh. Prashant Shokeen
3.	Khasra No.628/480, Village Sultanpur Mazra ,Land mark near Sharma clinic Delhi-110041.	Smt. Sunita Shokeen, Lt. Sh. Prashant Shokeen and Smt. Charu Shokeen
4.	Flat No.B-10, Manav Apartment, Sector-9, Rohini, Delhi- 110085.	Smt. Sunita Shokeen
5.	Plot No.677, Pocket C-5, Sector 28, Rohini, Delhi- 110085.	Gift deed done to Smt. Suman Dabas (sister of Sunita Shokeen)
6	Flat no.209, Ground Floor, Block B, Pocket 1, Sector 17, Rohini	Smt. Manju Saroha (sister of Sunita Shokeen)
7	House No. 229, Khasra No. 628, Village Sultanpur Majra, landmark in front of Durga Shani Mandir Delhi,110041	Smt.Sunita Shokeen, Lt.Sh Prashant Shokeen and Smt. Charu Shokeen



AND WHEREAS the aforesaid Suit being CS (OS) No. 813/2022 was referred for amicable resolution of disputes between the parties to the Delhi High Court Mediation and Conciliation Centre, vide order dated 02.09.2025 passed by Hon'ble High Court of Delhi.

AND WHEREAS the parties mutually agreed to appoint Ms. Veena Ralli, Advocate, as the Mediator to facilitate the mediation proceedings.

AND WHEREAS comprehensive mediation sessions were conducted with the parties and their respective counsel, namely Mr. Yash Anand, Advocate (for the First Party) and Mr. Parmesh Bali, Advocate (for the Second Party), and the Parties, with the assistance of the Mediator have voluntarily, out of their own free will and without any coercion, amicably settled all their disputes and differences finally and conclusively in relation to the estate of Late Sh. Prashant Shokeen and any other claim(s), right(s), title(s), interest(s), or proceeding(s), whatsoever whether existing, anticipated, or that may arise in future, in respect of the immovable/movable properties and other financial assets forming part of the estate of Late Sh. Prashant Shokeen on the terms and conditions as set forth herein.

The Parties have voluntarily agreed to reduce their mutual agreement as full and final settlement, with the intent to bring an end to all disputes raised in the aforementioned civil suit and any potential claims existing or arising in the future regarding the estate of Late Sh. Prashant Shokeen (including his movable or immovable assets, his bank accounts, LIC policies, fixed deposits and other financial assets forming part of the estate of Late Sh. Prashant Shokeen) or regarding his marriage with Ms. Nidhi Beniwal or regarding his minor son Master Ayaan Shokeen. The present Settlement Agreement shall be final, conclusive and binding upon the Parties, their heirs, successors, legal

✓✓

✕



representatives, administrators and assigns, without any right of revocation or reopening on any ground whatsoever. The terms of the Settlement Agreement are set out hereinbelow:

1. The Parties agree that the property bearing Khasra no. 74/9/3/2, 10/1/1, 10/2/1, 11/1/2 and 12/1/1/1 situated in colony known as Rajdhani Park, Mundka, Delhi-41 (hereinafter referred to as the "Mundka Property") is presently on joint names of Mrs. Sunita Shokeen and Late Sh. Prashant Shokeen (since deceased).
2. The Second Party agrees to relinquish, release and forever extinguish all her rights, title and interest in the Mundka Property in favour of Master Ayaan Shokeen (Minor), through his natural guardian and mother Ms. Nidhi Beniwal, the First Party herein.
3. The First Party, Ms. Nidhi Beniwal also agrees to relinquish, release and forever extinguish all her rights, title and interest in the Mundka Property situated at Mundka, New Delhi, in favour of Master Ayaan Shokeen (Minor).
4. The Parties agreed that the said allotment of Mundka Property shall constitute full and final satisfaction of all the claims, rights, title, share and interest of the First Party in the estate of Late Sh. Prashant Shokeen as well as in the estate of Ms. Sunita Shokeen, and the First Party shall have no further claim whatsoever against the Second Party in respect thereof or anything else.



5. The Parties agreed that the entitlement of the Mundka Property in favour of Master Ayaan Shokeen (Minor) is the fundamental and essential condition of the present settlement. It is further agreed that the Mundka Property shall stand exclusively in the name of Master Ayaan Shokeen (Minor), to be held through his natural guardian, the First Party, in accordance with law.
6. It is agreed that certain Suit Properties are tenanted, and during the pendency of Civil Suit being CS(OS) No. 813/2022, titled "*Nidhi Beniwal & Anr. v. Sunita Shokeen & Ors* i.e the present proceedings, monies were deposited before the Hon'ble Delhi High Court towards rent so collected as per the order of Hon'ble Court. The First Party hereby has No Objection to the release of the said amount, along with accrued interest, in favour of the Second Party through its SPA, Abhinav Arya in terms of the valid Power of Attorney executed in his favour. The First Party agrees that the present Settlement Agreement records her No Objection and that shall be sufficient for all purposes. The First Party further undertakes that it shall not claim any rent, mesne profits or any other amount from the estate of Late Sh. Prashant Shokeen for any period, including from the date of his demise i.e. 15.07.2021.
7. It is agreed that the Mundka Property is presently tenanted. The First Party shall be entitled to collect rent from the tenants from the date of signing of the present Settlement. The First Party undertakes that the entire rental income derived from the Mundka Property shall be utilized solely for the welfare, maintenance, education and overall development of Master Ayaan Shokeen (Minor). The Security Deposit given by the



JAMALUTTAH

Tenant for the said Mundka Property to the Second Party shall be returned by the Second Party to the Tenant within 7 days of signing the present Settlement Agreement. The First Party shall be at liberty to execute a fresh lease deed with the Tenant.

8. It is agreed between the Parties that all the expenses of the stamp duty, registration and any other charges to be incurred in relation to the registration of the Mundka Property in favour of Master Ayaan Shokeen (Minor) shall be borne exclusively by the First Party.
9. The First Party hereby declares and undertakes that it relinquishes, waives and forever abandons all its rights, title and interest in all the immovable, movable and financial assets of Late Sh. Prashant Shokeen, including but not limited to all bank accounts, balances lying therein, fixed deposits, LIC policies, monies invested in any form, securities, and any other investments whatsoever. It is agreed between the Parties that all such amounts and assets, whether lying in accounts or invested elsewhere, shall vest exclusively in and be the absolute property of the Second Party, and the First Party shall have no claim whatsoever, past, present or future, in respect thereof.
10. This Settlement Agreement shall operate as a permanent and irrevocable No Objection Certificate (NOC) by the First Party in favour of the Second Party in respect of all the properties and all movable, immovable and financial assets including all bank accounts, LIC policies, fixed deposits, PPF Accounts and other financial assets etc. forming part of the estate of Late Sh. Prashant Shokeen. It also operates as a permanent and



irrevocable No Objection Certificate (NOC) by the Second Party in favour of the First Party in respect of the Mundka property.

11. The present Settlement Agreement shall be valid and sufficient for use as NOC before any Government authority, Court, department or agency wherever such NOC, consent or signature of the First Party are required. But the Parties still further agree to execute any other and further document, if required in future to give effect to the understanding for submission of the same before any forum, court or authority.
12. The First Party hereby conveys its irrevocable No Objection to the mutation, transfer or updating of records in favour of the Second Party in respect of all the Properties, movable or immovable, mentioned hereinabove and all other properties, movable or immovable and financial assets forming part of the estate of Late Sh. Prashant Shokeen and Smt. Sunita Shokeen, not mentioned herein this Settlement Agreement other than the Mundka Property. Similarly, the Second Party hereby conveys its irrevocable No Objection to the mutation, transfer or updating of records in favour of the First Party before any government authority, including municipal, revenue, DDA or any utility authorities, in respect of Mundka Property. This No-objection shall also include all utility connections such as water, electricity, telephone, mobile, internet, LPG/PNG gas and any other services, and the First Party undertakes to sign all necessary documents and render full cooperation for the same if required.



13. The First Party hereby declares that it has no right, title or interest whatsoever in the remaining Properties and all movable, immovable and financial assets forming part of the estate of Late Sh. Prashant Shokeen and Smt. Sunita Shokeen, and accordingly relinquishes, releases and forever surrenders all such rights, title and interest in any property/asset in favour of the Second Party. And agrees to execute any further document, including but not limited to the Relinquishment/ Release Deed which shall be at the cost and expense of the Second Party.
14. It is agreed that, upon execution of this Settlement Agreement, the Second Party shall be the absolute owner of any remaining movable and immovable assets/properties of the deceased Late Sh. Prashant Shokeen and shall be entitled to deal with the same in any manner whatsoever, without any claim or interference from the First Party.
15. The First Party undertakes that it shall not raise or create any dispute, claim or objection whatsoever, directly or indirectly, in respect of the estate or properties of Smt. Sunita Shokeen, including any assets (movable or immovable) owned, acquired or held by her in her personal capacity or otherwise.
16. This Settlement Agreement shall operate as a permanent and irrevocable No Objection Certificate (NOC) by the First Party in favour of the Second Party in respect of all the properties and all movable, immovable and financial assets forming part of the estate of Ms. Sunita Shokeen. The present Settlement agreement/NOC shall be valid and sufficient for use before any Government authority, Court, department or agency wherever such NOC, consent or signature of the First Party is required for any purposes.



17. It is agreed between the Parties that the Second Party shall use the suit properties excluding Mundka Property or any other remaining property(s) of Late Sh. Prashant Shokeen as per her own desires in any manner whatsoever from the date of execution of the present Settlement Agreement.
18. In the event if the First Party fails to take necessary steps for recording of the present settlement and disposal of the suit being CS(OS) No. 813/2022, titled "*Nidhi Beniwal & Anr. v. Sunita Shokeen & Ors.*", the present Settlement Agreement shall operate as a complete estoppel against the First Party in terms of Section 115 of the Indian Evidence Act, 1872, and the parties shall be entitled to seek appropriate relief for enforcement of this settlement in accordance with law.
19. This Settlement Agreement constitutes full and final settlement of all claims of the First Party, including but not limited to maintenance (past, present and future), stridhan, permanent alimony and all other monetary or civil claims, arising out of the matrimonial relationship with Late Sh. Prashant Shokeen.
20. It is further agreed that the Parties, as well as their respective family members, shall not raise any claim, demand or dispute against each other in future, and all issues relating to the said marriage stand finally and amicably resolved by way of the present Settlement Agreement.



21. The Parties hereby undertake that no claim, complaint, petition or proceeding shall be initiated by either party in future in relation to the matrimonial relationship with Late Sh. Prashant Shokeen or matters arising therefrom or regarding any property/assets of Late Sh. Prashant Shokeen or of Ms. Sunita Shokeen between the Parties.

22. It is further agreed between the Parties that if any complaint, case or proceedings (other than those specifically mentioned herein) is found to be pending before any Court or forum, the party filing the same shall take immediate steps to withdraw the same, and the present Settlement shall operate as a complete bar/estoppel to any such claims.

23. The First Party states that it has lodged FIR No. 357/2024 dated 07.10.2024, under Sections 498A/406/34 IPC, registered at Budh Vihar Police Station against Mrs. Sunita Shokeen, Mrs. Charu Shokeen and Mr. Abhinav Arya. The chargesheet in the case is yet to be filed. The First Party undertakes to fully cooperate in the quashing of the aforesaid FIR against all accused persons, including by signing the quashing petition, filing necessary No Objection affidavits, physically appearing before the Hon'ble Delhi High Court, and making statements in support thereof. The First Party further agrees to give its No Objection to the quashing of the said FIR and shall not raise any objection at any stage of the quashing proceedings.



24. The Parties agree that the present Settlement Agreement fully provides for the welfare, maintenance, education and overall development of Master Ayaan Shokeen (Minor). The First Party undertakes that no further claim of any nature whatsoever shall be raised in future on behalf of the minor against the Second Party or her family members regarding anything.
25. The Second Party undertakes to withdraw the civil recovery suit filed by her, bearing CS (DJ) No. 160/2024, pending before the Ld. ADJ, Rohini Courts, Delhi and shall not pursue or press the same in future. It is agreed that the statement for withdrawal of the aforesaid suit shall be made by Mr. Abhinav Arya, being the duly constituted attorney of the Second Party, in terms of a valid Power of Attorney executed in his favour.
26. The First Party and her lawyer confirms that they have perused, read and seen the Power of Attorney dated 20.04.2026 executed by the Second Party in favour of Mr. Abhinav Arya, and is fully satisfied with the authority conferred therein. The Second Party will not raise any objection/dispute later questioning the authority executed herein. The said Power of Attorney is annexed herewith as **Annexure-A**.
27. It is agreed that the First Party shall within 10 days from the execution of this Settlement Agreement move an appropriate application before the Hon'ble Delhi High Court under the provisions of Order XXXII of the Code of Civil Procedure, 1908, for having signed the present Settlement Agreement being mother and natural guardian of Master Ayaan Shokeen (Minor), the same being in his interest and welfare and the First Party not having any interest adverse to the interest of Master Ayaan Shokeen (Minor).



28. The Parties shall jointly within 10 days from the execution of this Settlement Agreement, file an appropriate application under Order XXIII Rule 3 CPC before the Hon'ble Delhi High Court for recording the present Settlement Agreement and for disposal/getting decree of the suit being CS (OS) No. 813/2022, titled "*Nidhi Beniwal & Anr. v. Sunita Shokeen & Ors*".

29. The Parties agree that the present Settlement Agreement shall be implemented in a time-bound and sequential manner, which constitutes the essence of the settlement, as under:

(a) That the Second Party shall within 15 days of recording of the present Agreement under Order XXIII Rule 3 CPC move an application before the Hon'ble Court for release of rent amount deposited in Court in CS(OS) No. 813/2022, titled "*Nidhi Beniwal & Anr. v. Sunita Shokeen & Ors*"; the First Party shall give its no objection and shall fully cooperate in realise on rent or any other amount along with interest in favour of Mr. Abhinav Arya being the duly constituted attorney of the Second Party;

(b) That Upon receipt/release of the said rent amount from the Hon'ble Court, the First Party shall, within 15 days, ensure execution and registration of relinquishment deeds for allotment/Transfer of the entire Mundka Property in favour of Master Ayaan Shokeen (Minor); all the formalities of registration including taking appointment, preparation of documents, bearing expenses etc. shall be done by the First Party and Second Party will be available to execute /cooperate in



execution of the documents and shall provide the photocopies of the original papers with respect to Mundka Property prior to handing over of the original documents of the same. From the day of execution of the settlement the First Party will have right to deal with the present tenant and collect the future rent.

(c) The Second Party shall take steps for quashing of FIR No. 357/2024 within 15 days from the date of registration of Mundka Property in favour of Master Ayaan Shokeen and the First Party shall fully cooperate by giving her No Objection against all the accused persons in the quashing proceedings before the Hon'ble Delhi High Court.

(d) Upon quashing of the aforesaid FIR, the Second Party shall, within 15 days thereof, take steps for withdrawal of the civil suit CS (DJ) No. 160/2024 pending before the Rohini Courts;

30. It is agreed that strict adherence to the above timeline is fundamental to this Settlement Agreement, and any deviation without reasonable cause shall constitute a material breach entitling the aggrieved party to seek appropriate remedies in accordance with law.

31. In the event of any breach or non-compliance of the terms of this Settlement Agreement by either party, the aggrieved party shall be entitled to claim a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) as liquidated damages, subject to proof of breach, without prejudice to any other remedies available in law, including the right to seek enforcement of this Settlement Agreement before the appropriate Court.



32. It is further agreed that the aforesaid amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) shall be recoverable as a debt due and payable by the defaulting party, who shall also be liable for all costs, expenses and consequences arising from such breach or default.
33. In the event of any breach or non-compliance of the terms of this Settlement Agreement by either party, the aggrieved party shall be entitled to seek appropriate legal remedies in accordance with law, including applying before the Hon'ble Delhi High Court or the concerned Court for recall of orders, restoration/revival of proceedings that have been closed.
34. The Parties hereby jointly declare and confirm that, apart from the proceedings specifically referred to herein, no other complaint, case, claim, petition or proceeding is pending or has been instituted by either party against the other before any Court, Tribunal, Authority or Police Station in relation to the subject matter of the present settlement.
35. It is further agreed that in the event any undisclosed matter, existing as ~~on~~ on the date of execution of this Settlement Agreement, comes to light, the same shall constitute a material breach, entitling the aggrieved party to seek appropriate remedies, including enforcement of this Settlement Agreement and claim of liquidated damages, in accordance with law.
36. The Parties confirm that no amount, liability or debt of any nature whatsoever is due or payable by either party to the other, and neither party shall have any claim, demand or right of recovery against the other in respect of any past transactions or otherwise.



37. It is agreed between the parties that all disputes and matters relating to Late Sh. Prashant Shokeen and his marriage and his minor son Master Ayaan Shokeen stand fully and finally settled. The parties, as well as their respective family members, shall not raise any claim, demand or dispute against each other, whether past, present or future, and shall not initiate any complaint, case or proceeding before any Court, authority or police station in relation thereto.
38. The Parties agree that neither party shall claim or demand any litigation expenses, costs, interest or any other charges from the other in connection with the present proceedings, withdrawal of cases, or quashing of criminal proceedings.
39. The Parties agree that they shall not interfere in each other's lives and shall maintain peaceful relations. The Parties further undertake that they shall not defame, harass or cause any nuisance to each other in any manner whatsoever.
40. The First Party confirms that she is executing the present Settlement Agreement on her own behalf and on behalf of Master Ayaan Shokeen (Minor), in her capacity as his natural guardian and mother.
41. It is further agreed by Ms. Nidhi Beniwal that the allotment made of Entire Mundka property in favour of the Master Ayaan Shokeen (Minor) under this Settlement Agreement constitutes his full and final share in the estate of Late Sh. Prashant Shokeen as well as in the estate of the Second Party (Ms. Sunita Shokeen).



SAMADHAN

42. Ms. Nidhi Beniwal (Plaintiff No.1), the First Party confirms and undertakes that she being mother and natural guardian of Master Ayaan Shokeen has entered into the present Settlement Agreement in the best interest, welfare and benefit of Master Ayaan Shokeen.
43. The Parties agree that, upon recording of the present Settlement Agreement by the Hon'ble Delhi High Court, the preliminary decree dated 12.09.2024, as modified on 31.01.2025, shall stand satisfied and shall not be separately executed by either party. Subject to the terms herein, the respective Parties shall be entitled to exclusively hold, enjoy and deal with the estate/assets fallen in their respective shares by way of this Settlement, without any claim or interference from the other.
44. It is agreed between the Parties that the terms and conditions of the Settlement Agreement have been read over to them by the Mediator in vernacular language (Hindi) and they have understood the same. The Parties have also consulted their respective Counsel(s) and their family members and have signed the same after understanding the same in its true letter and spirit. It is further agreed between the Parties that they shall remain bound with the aforesaid terms and conditions.
45. It is further agreed between the Parties that this Settlement Agreement that has now been executed between the Parties is irrevocable by either Party/ Parties.



SARAJUAN

46. The Parties confirm that they are of sound mind and this Settlement Agreement is arrived at between the Parties out of their own free will, volition and consent and without any undue pressure, coercion, influence, misrepresentation or mistake (in law or fact), in any form whatsoever and the Parties agreed that this Settlement Agreement correctly records the agreed terms and conditions. The Parties have agreed on each and every term as recorded in this Settlement Agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, and also the consequences of the breach thereof, including payment of the damages and maintenance as mentioned above, and agree to be fully bound thereby.

PARTIES SIGNATURES

Nidhi
Ms. Nidhi Beniwal (Plaintiff No.1)
(for self and on behalf of Master Ayaan Shokeen (Minor) (Plaintiff No.2))
(First Party)

Sunita
Ms. Sunita Shokeen (Defendant No.1)
Through her SPA Mr. Abhinav Arya
(Second Party)

WITNESS SIGNATURE

Jagbir Singh
Jagbir Singh S/o Uday Singh
R/o A-3/56-57, 3rd Floor, Sector-5, Rohini,
New Delhi – 110085
(Father of Ms. Nidhi Beniwal)

3. This Court has 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.



4. The Settlement Agreement is taken on record.
 5. The instant Application has been signed by the Plaintiff No.1 and the Defendant No.1 and is accompanied by their respective affidavits.
 6. The Plaintiff and the Defendant No.1 have joined the proceedings today and 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.
 7. The Parties are bound by the terms contained in the Settlement Agreement. The parties are directed to abide by the Settlement Agreement and not raise any further disputes in implementing 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 present Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 04.05.2026, along with pending application(s), if any.
 10. Since the suit has been settled between the parties, the Plaintiffs are entitled to a refund of the entire court fee in terms of Section 16 of the Court Fees Act. The Registry is directed to refund the entire court fees to the Plaintiffs.
 11. The Application is disposed of in the aforesaid terms.
 12. The date already fixed, i.e. 27.08.2026, stands cancelled.
- I.A. 13530/2026**
13. This Application has been filed on behalf of Defendant No.1 for release of the rent amount along with the interest deposited in terms of the Settlement Agreement dated 04.05.2026.



14. In view of the fact that the Suit has been disposed of in terms of the Settlement Agreement dated 04.05.2026, the Registrar is directed to release the amount along with the accrued interest thereon in terms of the Settlement Agreement dated 04.05.2026.

15. The Application is disposed of.

SUBRAMONIUM PRASAD, J

MAY 14, 2026

Rahul