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

+ **CS(OS) 806/2023**

M/S JAINCO DEVELOPERS PVT. LTD.

.....Plaintiff

Through: Mr. Mukul Talwar, Sr. Advocate
with Mr. Sunil Kumar, Mr. Ankit
Dixit, Mr. Surender Kumar, Mr.
Tushar Tyagi and Mr. Piyush Sharma,
Advs.

versus

SH. NEEM BAHADUR & ORS

.....Defendants

Through: Mr. Mukesh Birla, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.01.2026

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I.A. 1989/2026

1. This joint application under Order XXIII Rule 3 of CPC has been filed by the Parties seeking withdrawal of the present Suit in terms of the compromise arrived at between the Parties *vide* Compromise Agreement dated 10.01.2026.
2. The instant Suit has been filed by the Plaintiff under Section 6 of the Specific Relief Act, 1963 seeking a decree of possession in respect of the entire built-up Suit Property bearing House No.124, Hargobind Enclave, Delhi-110092 in favour of the Plaintiff and against the Defendants.
3. During the pendency of the present Suit, the Parties have entered into a compromise *vide* a Compromise Agreement dated 10.01.2026 which has



been duly signed by all the Parties. The Compromise Agreement dated 10.01.2026 reads as under:

“This Compromise Agreement is executed on this 10th day of January, 2026, between M/s Jainco Developers Pvt. Ltd. (PAN no.AABCJ6893J), having its Office at: G-2 Ground Floor, Plot no.05, Sikka Complex, Community Centre, Preet Vihar Delhi-110092, (Hereinafter is to be referred as the ‘First Party’), through its Director, Sh. Praveen Kumar Jain, s/o Late Sh. Nathu Ram Jain, who is duly authorised to represent the Company by virtue of a resolution passed by the Board of Director of the Company as its meeting dated 01st November, 2025.

AND

1. Sh. Nem Bahadur @Neem Bahadur S/o Late Sh. Lal Bahadur,(Aadhar No. 328119518391)
2. Smt. Usha Devi W/o Sh. Nern Bahadur,(Aadhar No.574039670926)
3. Smt. Ganga D/o Sh. Nern Bahadur, (Aadhar No. 955003370824)
4. Ms. Jamuna D/o Sh. Nern Bahadur, (Aadhar No. 756113046838)
5. Sh. Sandeep S/o Sh. Nern Bahadur, (Aadhar No.743581649129)
6. Sh. Pradeep Kumar S/o Sh. Nern Bahadur, (Aadhar No.623488046651))

All presently residing at 124, Hargobind Enclave, Delhi-110092, (herein after all collectively referred to be as the (“Second Party”)

{The expression of the words "First Party" and the "Second Party shall mean and include their successors, legal representatives, legal heirs or assigns etc.}

AND WHEREAS, a dispute has arisen between the



First Party and the Second Party pertaining to the built-up freehold property bearing House No. 124, Hargobind Enclave, Delhi-110092, admeasuring area about 300 sq. yards, {Hereinafter referred to as the 'Said Property'}.

AND WHEREAS, the First Party had filed a Civil Suit bearing No. CS(OS) 806 of 2023 under section 6 of the Specific Relief Act, against the Second Party inter-alia seeking restoration of possession of the suit property/said property i.e., House No. 124, Hargobind Enclave, Shahdara, Delhi-I I 0092 which is pending before the Hon'ble High Court of Delhi and listed for hearing on 09.03.2026.

AND WHEREAS, the First Party has also filed a complaint case against the Second Party bearing CT No. 717/2024 before the Hon'ble Court of Ld. Judicial Magistrate First Class, Karkardooma Courts, Delhi for registration of FIR for forgery of Will dated 08.11.1990 filed by Second Party before the Hon'ble High Court in CS(OS)806/2023 which is presently listed for hearing on 31.01.2026.

AND WHEREAS, on the complaint of the First Party, FIE No0183/2024 under Sections 448/384/506/34 of the Indian Penal Code has also been registered at P.S. Anand Vihar against the Second Party, which is presently pending investigation.

AND WHEREAS, with the intervention of their well-wisher and counsels, the parties have mutually arrived at a settlement/compromise and the terms and condition agreed between the parties are recorded herein as follows.

NOW THIS COMPROMISE AGREEMENT WITNESSETH AS FOLLOWS:-

1. That the First Party is the absolute owner of the built up property bearing House No. 124, Hargobind



Enclave, Delhi-110092, by virtue of registered Sale Deed dated 11.08.2023 executed by the erstwhile owner namely Birjinder Pal Singh Mangat vide registration no. 8030, in Book no. I, Volume no. 3877 from page no. 105 to 117 registered with Sub-Registrar IVb, Vivek Vihar, New Delhi/Delhi registered on 11.08.2023. The second party will not challenge the said deed in any manner in future.

2. That the constituent no.1 of the Second Party i.e. Mr. Neem Bahadur claims 1/4th share in the said property on the ground that he served the father of erstwhile owner namely Mr. Balbir Sing Mangat. The Second Party had also produced/filed a photo copy of alleged Will dated 08.11.1990 of Mr. Balbir Singh Mangat and his wife Smt. Surjit Kaur as witness, on the record before the Hon'ble High Court of Delhi along with their written statement in the above said suit filed by the First Party.

3. That the parties hereto had multiple sessions /sitting to discuss the compromise/settlement in the presence of their well-wishers as well as counsels. On being explained by the Second Party, both the parties hereby admit and declare that the Original Will dated 08.11.1990 is also revealed that they have get the photocopy of Will but the deceased not in existence and destroyed and its execution by deceased as well as its authenticity has also not been established. The Second Party has also revealed that they have get the photocopy of Will but the deceased Mr. Balbir Singh Mangat had not executed the purported Will dated 08.11.1990 in presence of anyone of them and has not been signed or executed by him in their presence, It is further admitted by the Second Party that the purported Will dated 08.11.1990 is a void and nonest document for all purposes and that the Second Party has no claim in respect of the above said property of any nature whatsoever, upon execution of this compromise



4. That it is agreed between the Parties that the First Party shall pay total sum of Rs. 37,50,000/- (Rupees Thirty-Seven Lakh Fifty thousand only) to the Second Party towards one-time settlement in lieu of peacefully vacating and handing over possession of the above Said Property i.e. House No. 124, Hargobind Enclave, Delhi-110092 to the First Party. The said amount shall be paid by the First Party to the Second Party in following three instalments:-

1. Rs. 37,50,000/- (Rupees Thirty-Seven Lakh Fifty Thousand Only) is paid by the First Party to Second Party at the time of signing of the present Settlement/Agreement as well as simultaneously handing over the possession of the abovesaid property by the Second Party to the First Party in the following manner:

a. D.D. No. 058348 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda in favour of Nem Bahadur @ Neeem Bahadur.

b. D.D. No. 058347 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda of Usha Devi.

c. D.D. No. 058349 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda in favour of Ganga.

d. D.D. No. 058350 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda in favour of Jamuna.

e. D.D. No. 058352 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda in favour of Sandeep Kumar.

f. D.D. No. 058351 for sum of Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) dated 09.01.2026 drawn on Bank of Baroda in favour of



Pradeep Kumar.

5. That it is further agreed between the Parties that upon receipt of the aforesaid settlement amount and upon handing over possession of the abovesaid property to the First Party, the Second Party has been left with no right, title, interest or claim of any nature, whatsoever, in respect of the said property, including but not limited to any claim under the aforesaid non-existent Will.

6. It is agreed between the parties that the first Party shall not issue any instructions to the concerned banker for stop payment of any of the Demand drafts mentioned above, subject to adherence and compliance to the terms and conditions of the present settlement agreement by the second party.

7. That it is further agreed between the Parties that immediately upon execution of this Compromise/Agreement, the parties shall jointly file an appropriate application before the Hon'ble High Court of Delhi in the suit bearing No. CS(OS) 806/2023 titled 'Jainco Developers Pvt. Ltd. Versus Neem Bahadur & Ors.', inter alia praying for passing appropriate Decree in terms of the present Compromise/Agreement.

8. That it is further agreed between the Parties that the First Party shall withdraw its complaint case bearing CT No. 717/2024, pending before the Hon'ble Court of Ld. Judicial Magistrate First Class, Karkardooma Courts, Delhi, within seven working days, after taking over physical possession of the abovesaid property by filing the appropriate application before the Hon'ble Concerned Court.

9. That it is further agreed between the Parties that the Second Party shall file a petition for quashing of FIR No. 0183/2024 registered under Sections 448/384/506/34 IPC at P.S. Anand Vihar, before the Hon'ble High Court of Delhi, and the First Party shall cooperate with the Second Party in getting the FIR



quashed and also make appropriate statement and/or no-objection in support of petition for the quashing of the above FIR before the Hon'ble High Court of Delhi. The relevant documents, affidavit, and NOC shall be prepared by the Second Party and handed over to the First Party. Thereafter _the said documents, NOC, and affidavit shall be handed over by the First Party to the Second Party, after signatures, simultaneously with taking over of possession of the above said Property. The quashing petition shall be filed by the Second Party within seven working days, after handing over of possession of the said property to First Party.

10. That the Second Party, especially its constituent no. 1, all hereby declare and confirm that no document has been executed by the Second Party at the strength of abovesaid photocopy of alleged will dated 08.11.1990 in favour of any Third Party, including but not limited to any lease, Agreement, Will, receipt or any other document of whatsoever nature in favour of any third Party. In the event, anything is discovered, at any point of time, the same shall be deemed as null and void ab initio and shall have no bearing on the First Party or the abovesaid property.

11. That upon receipt of the aforesaid amount, the Second Party hereby agrees and undertakes not to claim anything further from the First Party Company or its Directors in any manner whatsoever as all the grievances of the Second Party against the First Party stands satisfied in full forever.

12. That the Second Party also declares that there is no other person, other than the constituents arrayed as the Second Party in the present compromise deed.

13. That the present Compromise has been executed by both the Parties voluntarily, of their own free will, and without any coercion, pressure, or undue influence of any kind, and both Parties hereby undertake not to claim anything beyond what has been agreed to herein.

14. That the parties to this compromise/Agreement



shall remain bound by their respective obligations, duties, promises and assurances given to each other. In the event, any party fails to comply its obligation qua the other party, the aggrieved party shall have the right to get this compromise/agreement enforced through the court of law.

15. That both Parties undertake and assure each other not to initiate or file any further complaint(s), case(s), or proceeding(s) of any nature, whether civil or criminal, in the future against the other Party.

16. That both the parties agreed that in case, any other complaint/case is discovered which is not recorded in this settlement, the same shall stand automatically withdrawn merely on production of an authentic copy of Compromise/Agreement by any party before the concerned authority/Court of law.

17. That the Parties to this compromise shall remain bound by all the terms and conditions of the present Compromise Deed and further undertake to not violate or contravene any of the terms and conditions agreed and accepted herein.

18. That the Parties hereby further declare that they have mutually agreed to each and every term and condition recorded in the present Compromise/Agreement. The parties also affirm that they have carefully read, fully understood, and duly appreciated the contents, scope, and effect thereof, including the consequences of any breach of the terms herein. After such understanding, the parties have voluntarily appended their- respective signatures to this Compromise/Agreement in the presence of the witnesses. The contents of the present compromise have been explained in the vernacular language known to the parties hereto and they have duly understood and acknowledge the contents of the present compromise.

AND WHEREAS both Parties have executed the present/Compromise after reading and understanding



its contents in the vernacular and in presence of their respective witnesses.”

4. Defendant Nos.1, 5 and 6 are present in Court today. They state that they have entered into a compromise on their own free will and they have also understood the contents of the Compromise Agreement dated 10.01.2026.
5. The Plaintiff is a Private Limited Company. Mr. Praveen Kumar Jain, the Director of the Plaintiff, has joined the proceedings through video-conferencing. He states that he has read and understood the terms of the compromise. Mr. Praveen Kumar Jain has been identified by the learned Counsel for the Plaintiff. Defendants No.1, 5 and 6 are identified by respective counsels.
6. This Court has gone through the compromise agreement. The compromise agreement is lawful and therefore is capable of being implemented.
7. The suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the compromise agreement dated 10.01.2026 along with pending application(s), if any.
8. Let the decree sheet be drawn up according to the compromise agreement dated 10.01.2026.
9. In view of the fact that the parties have entered into a compromise, the suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the compromise deed.
10. It is stated by the learned Counsel for the Plaintiff that the entire



money has been paid and the possession has been taken.

11. The parties are bound by the terms of the compromise agreement.
12. Since the parties have entered into a compromise agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act.
13. The application is disposed of.

SUBRAMONIUM PRASAD, J

JANUARY 23, 2026

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