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

+ **CS(OS) 545/2025 & I.A. Nos. 14128/2026, 14242/2026 & 14243/2026**

AMIT VARMA

.....Plaintiff

Through: Mr. Manish Sahni and Mr. Sumit Rajput, Advocates along with plaintiff in person

Mob: 8750764300

Email: msahani00@yahoo.com

versus

MS. SHAKUNTALA VARMA AND ANR.

.....Defendants

Through: Ms. Reema Kalra, Advocates for D-1 and D-2

Mob: 9810227521

Email: reemakalra@yahoo.co.in

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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20.05.2026

I.A. 14128/2026, I.A. 14242/2026 & I.A. 14243/2026

1. *I.A. 14128/2026* and *I.A. 14242/2026* are joint applications, filed on behalf of the plaintiff and the defendants.
2. By way of application being, *I.A. 14242/2026*, filed under Order XXIII Rule 3 read with Rule 1 and Section 151 of the Civil Procedure Code, 1908 ("CPC"), the parties submit that they have already recorded a family settlement/compromise and thus, seek a consent decree in terms thereof.
3. *I.A. 14128/2026* is an application for early hearing of *I.A. 14242/2026*.



4. Further I.A. 14243/2026 has been filed by the petitioner under Section 151 of the CPC, read with Section 16 of the Court Fees Act, 1870 (“Court Fees Act”), seeking grant of certificate of refund of Court Fees paid by the plaintiff.
5. The captioned suit has been filed, *inter alia*, seeking a decree of partition with respect to the certain immovable and movable properties of Late Sh. Bal Krishnan Varma and Late Smt. Sheel Verma.
6. The parties are related to each other, with the plaintiff being the son of defendant no. 1, i.e., the mother. Defendant no. 2 is the sister of the plaintiff.
7. Learned counsels for the parties submit that during the pendency of the present suit, and after detailed deliberations and mutual discussions, parties have amicably and permanently resolved their disputes and differences, and have arrived at a Family Settlement Deed dated 16th May, 2026.
8. It is submitted that as per the terms of the aforesaid Family Settlement Deed, the following three immovable properties have been allotted exclusively to the plaintiff:

“xxx xxx xxx

S.No.	Description of Property
1.	House No. R 889, Ground Floor & First Floor, New Rajinder Nagar, Delhi – 110060, Each Floor area measuring 200 sq.yds.
2.	Factory cum Office at Gurugram: D 101, Sector 74, Gurugram. Property ID as per Gurugram Municipal Corporation 1C8P1G51 of 1289.240 Sq yard.
3.	House No. 20/42 1st Floor Old Market, West Patel Nagar, New Delhi-110008

xxx xxx xxx”



9. It is further submitted that defendant nos. 1 and 2 have received their full and final shares in the movable properties, and have handed over/allotted the abovementioned immovable properties to the plaintiff.

10. This Court is further informed by the learned counsels for the parties that defendant no.1, being the mother of the parties, has a right to stay in the property bearing *No. R-889, Ground Floor, New Rajinder Nagar, New Delhi-110060*, during her lifetime.

11. The aforesaid statement is taken note of.

12. Learned counsels for the parties submit that the parties have given their free consent and executed the aforesaid Family Settlement Deed without any force, coercion, undue influence or misrepresentation.

13. Plaintiff and defendant no. 1 are present before this Court in person, and have jointly affirmed the execution of the aforesaid Family Settlement Deed out of their own volition, and undertake to abide by the same.

14. This Court has perused the terms of the aforesaid Family Settlement Deed, and finds no impediment in decreeing the suit in terms thereof.

15. Therefore, with the consent of the parties, a consent/compromise decree is hereby passed in the terms of the Family Settlement Deed dated 16th May, 2026, and the following directions are issued in this regard:

- i. The parties are hereby bound by the aforesaid Family Settlement Deed, and they shall abide by the terms and conditions, as set out therein.
- ii. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Family Settlement Deed dated 16th May, 2026.



16. Let the decree sheet be prepared by the Registry, in accordance with the aforesaid consent terms between the parties.
17. Considering the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a Certificate of Refund of full Court Fees to the plaintiff, in accordance with the rules.
18. Accordingly, the present suit, along with the pending application, stands disposed of.
19. The next date of 20th July, 2026, stands cancelled.

MINI PUSHKARNA, J

MAY 20, 2026/SK