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

+ **CS(OS) 640/2025 & I.A. 22746/2025**

MR. KAPIL MARWAH

.....Plaintiff

Through: Mr. Mohit Chaudhary, Mr. Kunal Sachdeva, Ms. Katyayani Vajpayee and Mr. Lakshay Yadav Advocates (through VC)

versus

MRS. MANJU KAPOOR & ORS.

.....Defendants

Through: Mr. Mandavya Kapoor, Advocate for D-1. (through VC)
Mr. Sudhir Kumar Gupta, defendant no. 5 in person. (through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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23.02.2026

1. The present suit has been filed seeking cancellation of the registered Sale Deed dated 08th March, 2024 with respect to property bearing No. S-182, Greater Kailash Part-I, New Delhi.
2. During the pendency of the present proceedings, a Settlement Agreement dated 11th February, 2026 has been entered into between the parties, through the Delhi High Court Mediation and Conciliation Centre.
3. Learned counsels for the parties jointly submit that the suit can be disposed of on the basis of the settlement between the parties. However, they jointly submit that in Paras 7 and 9 of the Settlement Agreement, *Annexure-A*, should be read as *Annexure-B*.



4. The aforesaid statement is taken note of and it is directed that the reference to *Annexure-A* in Paras 7 and 9 of the Settlement Agreement dated 11th February, 2026 between the parties shall mean/read as *Annexure-B*.

5. The terms of the Settlement Agreement between the parties, read as under:

1. The parties agree that the Plaintiff and Defendant Nos. 1, 5 & 6 to the present suit are the only four co-owners of the undivided parking area in the immovable property described herein, collectively holding 100% ownership interest therein.
2. It is agreed that the table below describes all the Parties, collectively holding 100% ownership interest in the Suit Property:

S. No.	Party Name	Flat No.	Ownership (%)	Before Court
1.	Mrs.Manju Kapoor	3 rd Floor & 2 nd Floor	45%	Defendant No. 1
2.	Col (Retd) Vinay Dutta	1 st Floor	22.5%	Defendant No. 6
3.	Mr.KapilMarwah	Ground Floor	22.5%	Plaintiff
4.	Mr.Sudhir Kumar Gupta	Basement	10%	Defendant No. 5



These parties are hereinafter collectively referred to as "**the Parties**" (which expression shall include their associates, affiliates, legal heirs and permitted assigns).

2. It is agreed that the Suit Property bearing **S-182, Greater Kailash – I, New Delhi – 110 048** comprises residential flats, common areas, access ways, servant rooms and parking spaces.
3. It is agreed that prior to the present settlement, the parking spaces in the Suit Property were ambiguously and in duplicity allotted to similar flats, giving cause to the present disputes.
4. It is agreed that each floor, except the Basement has been provided for with two parking spaces and one servant room. The Basement has been provided with one parking space and no servant room. Bringing the total of the parking spaces to nine and the total of the servant rooms to 4. These parking spaces and servant rooms after successful mediation and mutual consent have been segregated, re-allotted and represented in the attached **Annexure - B** for resolution of disputes and posterity.
5. The Parties unanimously agree that specific parking spaces and servant rooms within the Suit Property has finally been identified, divided, allotted and permanently attached to specific residential flats, as mentioned/shown in the attached **Annexure - B**.



6. The Parties acknowledge and agree that such attachment i.e. **Annexure - B** is: (a) final and irrevocable; (b) inseparable from ownership of the corresponding flat; and (c) binding upon all present and future owners and occupiers.

7. The Parties have agreed to the following final allotment:

S. No.	Party Name	Flat/Floor	Parking Space & Servant Room (see Annexure - A)
1.	Mrs. Manju Kapoor	3 rd Floor & 2 nd Floor	A (Red)
2.	Col (Retd) Vinay Dutta	1 st Floor	B (Yellow)
3.	Mr. Kapil Marwah	Ground Floor	C (Blue)
4.	Mr. Sudhir Kumar Gupta	Basement	D (Green)

8. It is agreed that the precise location, dimensions and boundaries of each parking space and servant room are depicted in the Revised Layout Plan annexed as "**Annexure - B**", covering all flats and owners. It is reiterated that there is no servant room allocated to the Basement. It is further agreed that the **Annexure - B** shall form an integral part of the consent decree.

Marwah



9. It is agreed that Annexure A shall form an integral part of this Agreement. The respective adjacent parking spaces, namely 'A-B-C' and 'A-A-D', shall be measured on a pillar-to-pillar basis, as marked and depicted in Annexure A and denoted therein as 'EQ (AS PER SITE)'. Accordingly, each parking space shall be of equal area and shall correspond to the 'size on site' of its respective adjacent parking space.
10. It is further agreed that the legal effect of the attachment shall be that each parking space and servant room shall be deemed to be appurtenant to and inseparable from the corresponding flat and that no parking space and/or servant room shall be:
- (a) sold, transferred, leased or licensed independently;
 - (b) exchanged or re-allotted;
 - (c) any independent dealing with a parking space or servant room shall be void and unenforceable.
11. It is further agreed that the parking spaces may be visually demarcated on site in accordance with Annexure -B and that no Party shall alter, shift, encroach upon or interfere with the demarcated parking spaces. Further that the demarcation shall be maintained permanently and shall be binding on all future stakeholders. Further that the demarcation may be visually painted on the ground of the parking spaces; however, no such demarcation shall be protruding or cause manoeuvring restrictions for ingress and egress of cars being parked therein.



12. The Defendant No. 1 and Defendant No. 5 hereby agree and undertake to jointly create and provide an additional and independent ingress and egress for the parking space allotted to Defendant No. 5, in accordance with the revised layout annexed hereto and for the said purpose, it is agreed that

- (i) the existing letter box installed in the building shall be removed;
- (ii) a new gate providing access to the parking space of Defendant No. 5 shall be constructed;
- (iii) the entire cost, charges and expenses incurred for removal, reinstallation, construction and execution of the aforesaid works shall be borne equally and exclusively by Defendant No. 1 and Defendant No. 5, and no other Party shall be liable, directly or indirectly, for the same; and
- (iv) All Parties may place their respective letter-box on their parking gates, at their own expense.

13. It is further agreed that notwithstanding permanent attachment, all parking shall be subject to the following conditions:

- (a) vehicles shall be parked strictly within demarcated boundaries;
- (b) ingress, egress, driveways and emergency access shall not be obstructed;
- (c) parking shall comply with applicable municipal and safety regulations; and
- (d) Any breach of regulatory conditions shall not affect attachment but shall constitute breach of the consent decree.



14. It is further agreed that each flat owner shall ensure compliance with these Consent Terms by their respective (a) tenants; (b) licensees; (c) family members; (d) servants, drivers and visitors etc. and that any breach by such persons shall be deemed a breach by the concerned flat owner.
15. It is agreed that the present agreed terms shall remain in posterity, except if changed by mutual consent of all owners in writing and/or by Order of a competent Court.
16. It is agreed that these Consent Terms shall run with the Suit Property and shall bind all: (a) future purchasers; (b) successors-in-interest; (c) heirs, assigns, tenants and licensees.
17. It is further agreed that each Party undertakes to disclose and incorporate these Consent Terms in all future conveyances, agreements to sell, or transfer documents.
18. It is agreed that by agreeing the aforesaid terms, all disputes, claims, applications and proceedings arising out of or relating to the Suit – C.S. (OS) No. 640 of 2025 before the Hon'ble High Court of Delhi stand fully resolved and finally settled and that upon being recorded and executed, these Consent Terms shall be binding on the Parties as an enforceable settlement; and upon disposal of the suit in terms hereof, the same shall have the force and effect of a decree of this Hon'ble Court.

xxx xxx xxx”

6. This Court has perused the terms of the Settlement Agreement dated



11th February, 2026, as per which, the parties have arrived at a mutual settlement in respect of the disputes between the parties and it is clearly recorded that the Settlement Agreement has been entered by the parties independently, without any coercion, fraud or undue influence.

7. This Court is satisfied that the settlement has been arrived at between the parties after following the due procedure, the terms therein are lawful and accordingly, the Settlement Agreement meets the essentials specified in Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (“CPC”).

8. Accordingly, with the consent of the parties, a consent decree is hereby passed in the terms of the Settlement Agreement dated 11th February, 2026, and following directions are issued in this regard:

- i. The parties are hereby held bound by the aforesaid Settlement Agreement dated 11th February, 2026, and they shall abide by the terms and conditions as set out in the Agreement.
- ii. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the present Settlement Agreement.

9. Accordingly, in view of the aforesaid, the present suit stands decreed in terms of the Settlement Agreement dated 11th February, 2026.

10. Let the decree sheet be prepared by the Registry in accordance with the aforesaid consent terms between the parties.

11. At this stage, learned counsel appearing for the plaintiff prays for refund of the Court Fee, in view of the settlement between the parties.

12. Considering the fact that the parties have arrived at settlement, and that the present suit is at a nascent stage, the Registry of this Court is directed to issue a Certificate of Refund of 100% Court Fees to the plaintiff.



13. With the aforesaid directions, the present suit, along with the pending application, stands disposed of.

MINI PUSHKARNA, J

FEBRUARY 23, 2026
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