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

+ **RSA 168/2025, CM APPL. 66566/2025**

DAVINDER PAL JUNEJA & ORS.

.....Appellants

Through: Mr. Sanjay Dewan, Sr Advocate and
Ms. Arshia Kohli, Advocate

versus

SALMA BEGUM

.....Respondent

Through: Mr. Nischay Chaudhary,
Mr. Akshansh, Mr. Upmanyu and
Mr. Abrar Ahmad, Advocates

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **13.05.2026**

CM APPL. 32015/2026

1. Application under Order I Rule 10 read with Section 151 CPC has been filed by the Intervener Sh. Azhar Ahmed.
2. It is submitted that he has an independent decree in which the Respondent is the Judgment Debtor and therefore, his interest is impacted on account of Settlement inter se the parties and therefore, seeks permission to be impleaded as a party.
3. Merely because the Intervener has some independent decree against the Judgment Debtor, cannot be a ground to be impleaded as a party. He is neither a necessary nor a proper party in the present Appeal.
4. There is no merit in the Application, which is hereby dismissed.
5. The Intervener is at liberty to pursue his remedy against the Judgment Debtor in accordance with law.



CM APPL. 32132/2026, RSA 168/2025, CM APPL. 66566/2025

6. Joint Application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (CPC) has been filed to bring on record the compromise inter se the parties.

7. Learned Counsel for the Appellants explains that he had acquired the ownership of the Suit Property under a registered Sale Deed dated 05.07.1972 but the location of the Suit Property which is a kholki, was being disputed by the Plaintiff/Respondent and the Suit of the Plaintiff/Respondent for possession and mesne profits, was decided in his favour.

8. In the Regular First Appeal as well, the Respondent succeeded against which Second Regular Appeal has been preferred. Now, the parties have amicably entered into the Settlement whereby the Appellants had paid Rs.6 lakhs through Demand Draft bearing No. 329791 dated 22.04.2026, which has been handed over today.

9. The Respondent who is represented by her GPA holder-Sh. Md. Firoz, endorses the terms of the Settlement and undertakes that the rights in respect of the Suit Property are given up and that they shall not be enforcing any right under the judgment and decree.

10. The Appellant No. 1-Mr. Davinder Pal Juneja is present in person and as an SPA on behalf of the Appellants No. 2 to 4 in his favour.

11. The Settlement is endorsed by both the parties and they undertake to remain bound by its terms.

12. In terms of the Settlement, the Appeal is allowed and the judgment dated 26.04.2022 of the learned Civil Judge endorsed by judgment dated 09.10.2025 in RCA DH 53/2022, are hereby set aside.

13. The FDR of Rs.3.5 lakhs deposited by the Appellant in the name of



the Court be returned to the Appellants along with the interest that may have accrued on the FDR.

14. The Appeal is accordingly disposed of along with pending Applications.

NEENA BANSAL KRISHNA, J.

MAY 13, 2026

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