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

+ **CS(OS) 779/2025 & I.A. 5323/2026**

RADHICA SREEMAN

.....Plaintiff

Through: Ms. Geetanjali Mohan, Advocate
(M:9810017132)

versus

SRIMAN RAJOO @S. RAJOO

.....Defendant

Through: Mr. Jhuma Bose, Advocate
(M:9818992111)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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26.02.2026

I.A. 5323/2026

1. The present application has been filed on behalf of the plaintiff for passing of judgment and decree in terms of the Settlement Agreement dated 18th February, 2026 entered between the parties.
2. It is submitted that during the pendency of the present proceedings, the matter was referred to the Delhi High Court Mediation and Conciliation Centre, wherein, the parties have entered into Settlement Agreement dated 18th February, 2026.
3. The terms of the settlement between the parties are as under:



1. The parties agree and acknowledge as under:

A. GROUND FLOOR

- i. The Ground Floor of the Property along with 22.50% undivided, indivisible and impartible share in the said plot of land shall vest absolutely and exclusively in the First Party, who shall be the sole and lawful owner thereof, with full rights of title, possession, enjoyment, transfer, and alienation, subject to applicable laws.
- ii. The Second Party undertakes to execute and register a Relinquishment Deed in favour of the First Party within 20 days of passing of the court order in terms of this settlement.
- iii. The First Party shall enjoy 25% of the stilt parking with provision for two car parking.

B. FIRST FLOOR – JOINT OWNERSHIP AND SALE

- i. The First Floor of the Property along with 22.50% undivided, indivisible and impartible share in the said plot of land shall continue to be held by the Parties in equal undivided shares, namely 50% each. The rent received from the First Floor will be in proportion of the share of each party that is 50% of the rent each.
- ii. The statutory taxes and maintenance expenses of the rented premises i.e. the First Floor will be shared by the parties in equal proportion of their 50% share.
- iii. The First Floor shall not be sold, transferred, assigned, or otherwise alienated except with the prior written mutual agreement and consent of both Parties.
- iv. In case any of the Parties wishes to sell his/her share in the first floor, the co-owner shall have the first right to purchase before the said First Floor is offered for sale to a third party. The said right shall be exercised within a period of 45 days from the date of receipt of written intimation from the selling party.
- v. In case either of the parties do not exercise their first right to purchase the share of the other party, the Parties shall sell the First Floor upon identification of a bona fide purchaser offering a commercially reasonable and mutually acceptable consideration. The net sale proceeds, after lawful deductions shall be divided between the First Party and Second Party equally.



- vi. In case either party exercises his or her first right to purchase, the party purchasing the share of the other party will compensate the other party to the extent of 50% of the market value of the First Floor after deducting lawful deductions.
- vii. Till such time as both parties mutually agree to sell the First Floor, the First Floor shall continue to be leased or rented, and all decisions relating to tenancy, renewal, or termination shall be taken mutually.
- viii. Owners of the first floor shall jointly enjoy 25% of the stilt parking with provision of two car parking which shall be made accessible/ transferred with the tenancy/sale of the said portion.

C. THIRD FLOOR

- i. The Third Floor of the Property along with 22.50% undivided, indivisible and impartible share in the said plot of land shall vest absolutely and exclusively in the Second Party, who shall be the sole and lawful owner thereof with full rights of title, possession, enjoyment transfer and alienation subject to applicable law.
- ii. The First Party undertakes to execute and register a Relinquishment Deed in favour of the Second Party within 20 days of passing of the court order in terms of this settlement.
- iii. The Second Party shall enjoy 25% of the stilt parking with provision for two car parking.

D. TERRACE RIGHTS

- i. The terrace appurtenant to the Property shall be owned and enjoyed



by the Parties in the following proportions:

a) 32.50% by the First Party.

b) 67.50% by the Second Party.

- ii. It is agreed that the First Party shall have ownership right to the extent of 32.50% and the second party shall have ownership right of 67.50% in the terrace. The First Party in furtherance to her right of 32.50% share, shall have access to the terrace until such time as a sale, if any, takes place. It is further agreed that the Second Party shall handover a duplicate key to the terrace and terrace washroom to the First party before the Hon'ble Court at the time of passing of the order in terms of this settlement.
- iii. It is agreed that neither Party shall carry out any construction either temporary or permanent on the terrace and any maintenance cost/expenses incurred on the terrace and the terrace washroom shall be shared by the First Party and Second Party in the ratio of 32.50% & 67.50% respectively.
- iv. It is agreed that in case Second Party decides to sell or otherwise transfer the Third Floor with terrace, the Second Party will inform the First Party in writing regarding the same within 15 days of entering into such an agreement. It is further agreed that the second party shall compensate the first party (being a co-owner of the terrace), in terms of the money equivalent to the fair market value of her 32.50% share in the terrace, such valuation to be determined by mutual agreement or, failing which, by an independent valuer. The payment by the Second Party to the First Party for her 32.50% share shall be made in



two stages. 50% of her share shall be paid to the First Party by the Second Party within 15 days of the Second Party entering into agreement to sell with any third party. The balance amount of 50% shall be paid on or before the date of the execution and registration of the sale deed.

- v. It is agreed that the Parties shall give prior intimation to each other in the event either party hosts any function on the terrace and neither party shall create any hindrance.
- vi. It is made clear that no rights in the stilt parking are attached to the terrace.

F. BASEMENT

- i. The Parties are joint owners of the basement alongwith 10% undivided, indivisible and impartible shares in the said plot of land.
- ii. The First Party is in exclusive possession of 783.91 sq. Ft and the Second Party is in exclusive possession of 987.29 sq. Ft.
- iii. It is agreed that an additional area admeasuring approximately 102 square feet which is presently in the physical possession and use of the Second Party, is acknowledged by the First Party to have been included /assessed in the context of the overall valuation and proportional ownership of the entire property. It is agreed that the First Party shall not claim any right in the excess area of 102 sq. Ft in the possession and occupation of the Second Party. A Map showing the Area under possession of First Party and Second Party including the common area is annexed to the settlement as Annexure A. (Green Colour Indicates Portion of Ms. Radhica Sreenan, Orange Colour Indicates Portion of Shri Srman Rajoo alias S. Rajoo and



Blue Colour Represents Common Area).

- iv. The First Party shall not interfere or cause obstruction in the use/occupation of the 987.29 sq. Ft owned/possessed by the Second Party.
- v. The Second Party shall not interfere or cause obstruction in the use/occupation of the 783.91 sq. Ft owned/possessed by the First Party.
- vi. The common area in the basement shall not be encroached by either party and will be left for common use without any hindrance.
- vii. In the event either party wishes to sell, transfer, alienate their respective portions then the party intending to sell his/her portion will inform the other party regarding his/her intention to sell in writing. In that event the other party will have the first right to purchase that portion from the party intending to sell. The said right shall be exercised within a period of 45 days from the date of receipt of written intimation from the selling party. The Party purchasing the share of the selling party shall pay the fair market value to be mutually determined by the Parties, failing which the valuation shall be done by an independent valuer.
- viii. In case the other Party does not exercise the right to purchase the share of the Party wishing to sell his/her share, then the concerned Party shall be free to sell his/her share to a third party.
- ix. It is made clear that no rights in the stilt parking are attached to the basement.
- x. The First Party and the Second Party shall own and possess their respective areas in the basement alongwith undivided, indivisible and impartible share to the extent of 5% (Five Percent) each in the said plot of land.

xxx xxx xxx”

4. The plaintiff and defendant are present before the Court in person, and confirm that they have entered into the settlement without any coercion and of their own volition. They further confirm the terms of the settlement between the parties.



5. Both the plaintiff and defendant, who are present in Court, undertake before this Court that they shall do all the compliances in terms of the settlement between them.
6. This Court has perused the settlement between the parties and the same is found to be lawful. Thus, this Court finds no impediment in accepting the said settlement.
7. Accordingly, both the parties are held bound by the terms of the settlement.
8. In terms of the settlement between the parties, the keys of the terrace as well as washroom on the terrace, have been handed over by the defendant, who is present in the Court, to the plaintiff, who is present in the Court.
9. The said keys have been duly accepted by the plaintiff.
10. Accordingly, the suit is decreed in terms of the Settlement Agreement dated 18th February, 2026, entered between the parties.
11. Registry of this Court is directed to draw up the decree-sheet in terms thereof.
12. At this stage, learned counsel for the plaintiff submits that the oral partition between the parties has already taken place in the year 2013, which has now been reduced into writing by way of the Settlement Agreement.
13. Registry is directed to take the aforesaid fact into consideration at the time of drawing up the decree-sheet.
14. Accordingly, the present suit is disposed of in the aforesaid terms.
15. The pending application also stands disposed of.
16. Next date of 13th March, 2026 stands cancelled.

MINI PUSHKARNA, J

FEBRUARY 26, 2026/au

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