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

+ **CS(OS) 1024/2024**

SHRI NARENDER CHARITABLE TRUSTPlaintiff

Through: Mr. Manjeet Singh Bhamra, Adv.
with AR.

versus

ATUL JAIN & ORS.Defendants

Through: D1 through VC.
D2 in person.
Mr. Saravjit Singh, Adv. for D3 & 4
with D3 in person & D4 through VC.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **28.04.2026**

I.A. 10930/2026

1. This is an application filed on behalf of the plaintiff for withdrawal of the suit in view of the settlement deed dated 13.04.2026 (for short 'settlement deed'). The settlement deed annexed with this application be taken on record and the terms of the settlement is as under:-

NOW THIS SETTLEMENT DEED WITNESSETH AS UNDER:

1. **Handing over of vacant & peaceful possession of Basement Floor, Ground Floor, First Floor and Second Floor by First Party to Second Party**

1.1 The First Party hereby hands over the vacant & peaceful possession of entire Basement Floor, Ground Floor, First Floor and Second Floor of the property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi – 110063 to the Second Party.

1.2 The First Party is henceforth left with no right or interest in the property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi – 110063 and has hereby completely removed itself from the entire property in question with no goods/belongings left.



2. Transfer of the Ownership & Possession of Ground Floor & First Floor

2.1 The Second Party, being the registered owner, shall execute a registered Sale Deed and all other requisite documents in favor of aforesaid Mr. Arun Khurana so as to convey absolute, clear, marketable, and indefeasible title, ownership, and all rights, title, and interest in the **Ground Floor** and **First Floor** of the Subject Property bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063.

2.2 Simultaneously with the execution of the aforesaid Sale Deed, the Second Party shall hand over the absolute, vacant, peaceful, physical and unencumbered possession of the **Ground Floor** and **First Floor** of the Subject Property bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to Mr. Arun Khurana and neither party shall object or create any hindrance to its exclusive enjoyment by Mr. Arun Khurana.

2.3 With the consent of all the parties, the registered Sale Deed of the Ground Floor & First Floor of the Property in question by First Party shall be executed in favor of Mr. Arun Khurana on the same day and at the time of execution of this Settlement Deed.

3. Transfer of the Ownership & Possession of Second Floor

3.1 The Second Party, being the registered owner, shall execute a registered Sale Deed and all other requisite documents in favor of in favor of (1) **Smt. Kavita Duggal** W/o Sh. Puneet Singh Duggal R/o M-5, Guru Harkrishan Nagar, Paschim Vihar, New Delhi - 110087; and (2) **Mr. Arvinder Pal Singh Duggal** S/o Sh. Kasturi Lal R/o M-5, Guru Harkrishan Nagar, Paschim Vihar, New Delhi - 110087 so as to convey absolute, clear, marketable, and indefeasible title, ownership, and all rights, title, and interest in the **Second Floor** of the Property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063.

3.2 Simultaneously with the execution of the aforesaid Sale Deed, the Second Party shall hand over the absolute, vacant, peaceful, physical and unencumbered possession of the **Second Floor** of the Property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to (1) **Smt. Kavita Duggal** and (2) **Mr. Arvinder Pal Singh Duggal** and neither party shall object or create any hindrance to its exclusive enjoyment by Smt. Kavita Duggal and Mr. Arvinder Pal Singh Duggal.



- 3.3 With the consent of all the parties, the registered Sale Deed of the Second Floor of the Property in question by First Party shall be executed in favor of (1) **Smt. Kavita Duggal** and (2) **Mr. Arvinder Pal Singh Duggal** on the same day and at the time of execution of this Settlement Deed.

4. Transfer of the Ownership & Possession of Basement Floor

- 4.1 The Second Party, being the registered owner, shall execute a registered Sale Deed and all other requisite documents in favor of in favor of M/s Mount Trishul Infra Pvt. Ltd. so as to convey absolute, clear, marketable, and indefeasible title, ownership, and all rights, title, and interest in the **Basement Floor** of the Property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063.
- 4.2 Simultaneously with the execution of the aforesaid Sale Deed, the Second Party shall hand over the absolute, vacant, peaceful, physical and unencumbered possession of the **Basement Floor** of the Property in question bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to M/s Mount Trishul Infra Pvt. Ltd. and neither party shall object or create any hindrance to its exclusive enjoyment by M/s Mount Trishul Infra Pvt. Ltd.
- 4.3 With the consent of all the, the registered Sale Deed of the Basement Floor of the Property in question by First Party shall be executed in favor of M/s Mount Trishul Infra Pvt. Ltd. on the same day and at the time of execution of this Settlement Deed.

5. Withdrawal of Litigation

- 5.1 The First Party hereby irrevocably undertakes & agrees to forthwith withdraw the Suit filed under Section 6 of the Specific Relief Act, 1963, titled as "**Shri Narender Charitable Trust Vs. Atul Jain & Others**" bearing CS(OS) No. 1024/2024 in the Hon'ble High Court of Delhi in which the next date of hearing is fixed 07.05.2026 by filing appropriate application and recording its respective statement before the Hon'ble Court on the date fixed for hearing of the said withdrawal application so as to ensure that the suit is dismissed as withdrawn simplicitor/settled in terms of this Settlement and Court Fees gets refunded to the First Party.
- 5.2 The First Party, Second Party and Third Party shall simultaneously with the execution of this Settlement Deed shall append/affix their signatures (as well as seal, if required & wherever applicable) to the Application(s), Affidavit(s), Vakalatnama and such other documents as may be required for the purpose of withdrawal of the aforesaid Suit bearing CS(OS) No. 1024/2024 pending before the Hon'ble High Court of Delhi.



- 5.3. The Parties agrees & consent to the immediate filing of the necessary Application together with all required documents, Affidavits & this Settlement Deed in the Hon'ble High Court of Delhi so as to ensure that the matter comes up for hearing at earliest possible date and matter is immediately withdrawn. The parties further agree that they shall mark their physical presence in the Hon'ble High Court of Delhi on the date fixed for hearing of the withdrawal Application.
- 5.4. Upon execution of this Settlement Deed and upon signing Application for Withdrawal etc. to be filed in Hon'ble High Court of Delhi neither of the parties shall retract their consent and the same shall remain throughout to give effect to this comprehensive Settlement.

6. Affirmation of Third Party Rights & Possession

The Parties expressly acknowledge, confirm, and affirm that the Third Party (Mr. Gurmeet Shah Singh) is and shall remain the absolute, undisputed, and exclusive owner with uninterrupted possession of the Third Floor of the Subject Property together with full Roof Rights, and no Party shall raise any claim, right, title, or interest whatsoever in respect thereof and on signing of this Settlement Deed Third Party physical possession rights get fully satisfied.

7. Full and Final Settlement

This Settlement Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, oral or written. Upon execution of the respective Sale Deeds in favor of Mr. Arun Khurana, Smt. Kavita Duggal and (2) Mr. Arvinder Pal Singh Duggal and M/s Mount Trishul Infra Pvt. Ltd., handing over of the possession and the withdrawal of the Litigation in the manner provided herein:

- a. The First Party shall have no further right, title, interest, claim, or demand of any nature whatsoever in or over any part/portion of the Property in question;
- b. The Second Party shall stand completely divested of all right, title, possession and interest in the Ground Floor, First Floor, Second Floor, and Basement of the Subject Property.
- c. The new purchaser/transferee – Mr. Arun Khurana shall become sole & absolute owner-in-possession of Ground Floor & First Floor of the property



bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to exclusion of all others and all parties confirms & agrees to the same.

- d. The new purchaser/transferee - **Smt. Kavita Duggal** and (2) **Mr. Arvinder Pal Singh Duggal** shall become sole & absolute owner-in-possession of **Second Floor** of the property bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to exclusion of all others and all parties confirms & agrees to the same.
- e. The new purchaser/transferee - **M/s Mount Trishul Infra Pvt. Ltd.** shall become sole & absolute owner-in-possession of **Basement Floor** of the property bearing No. G-10, Pushkar Enclave, Paschim Vihar, New Delhi - 110063 to exclusion of all others and all parties confirms & agrees to the same.

8. Specific Performance

The Parties agree that this Deed is valid, binding, and enforceable. In the event of any breach or failure by any Party to perform its obligations hereunder, including the execution of transfer documents or handing over of possession, the aggrieved Party shall be entitled to institute appropriate proceedings for Specific Performance of this Deed before the Hon'ble High Court of Delhi, in addition to any other remedies available under law.

9. Other Terms & Conditions

- 9.1 That in case of any mis-happening with any of the party/parties, this Settlement Deed shall continue to remain enforceable against & binding upon the legal heirs of the party/parties as being the will & intention of the respective parties in terms of this Settlement Deed and the said legal heirs shall remain bound with the terms and conditions of this Settlement and this Settlement shall be considered.
- 9.2 That all the parties agree & undertakes that they shall not file any case, complaint or proceedings against each other and all their disputes & differences have come to rest upon execution of this Settlement Deed, except in case of seeking enforcement of provisions of this Settlement, if required. In case any of the parties enters into any such misadventure of filing any



case/complaint against the other party, the same shall be treated as null, void and not maintainable in terms of this Settlement.

- 9.3 That the parties have entered into the present settlement with their own free will and consent and their consent is not vitiated by fraud, coercion, undue influence etc. The contents of this Settlement have been explained to all the parties and they affirm the same to be correct and assure to abide by the terms of this settlement.
- 9.4 That upon execution of this Settlement deed all the rights, claims & differences etc. between the parties are settled and none of the party shall be entitled to any right or claim against the other party except to the extent of the terms of this Settlement Deed.
- 9.5 That this Settlement Deed is executed in Triplicate and each of the First Party, Second Party and Third Party shall retain one copy each and each copy shall be deemed to be original for all purposes.
- 9.6 That by virtue of this Settlement Deed no issue, dispute or grievances is left against each other between the parties and all the dealings & differences between the parties have been resolved.

2. Learned counsel for the plaintiff on instruction from the authorised representative of the plaintiff present in court identified by learned counsel submits that the terms and conditions of the settlement deed have been complied with. Submission is that the possession has been handed over, the sale deed executed and the consideration paid.

3. Defendant no.3 & 2 appearing in person and defendant no.1 & 4 appearing through VC identified by counsel for the plaintiff have no objection to the withdrawal of the suit in pursuance to the settlement deed.

4. In view of the above, the application is allowed.

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5. Learned counsel and the parties are *ad idem* that the suit be disposed of in view of the settlement arrived at between the parties.

6. Accordingly, the suit is dismissed as withdrawn.



7. The next date of hearing before court and the Joint Registrar i.e. 07.05.2026 and 12.05.2026 stands cancelled.
8. Keeping in mind the spirit of Section 89 of the Code of Civil Procedure 1908 and in terms of Section 16 of the Court Fees Act 1970, let the court fee be refunded to the plaintiff in accordance with law.

AVNEESH JHINGAN, J

APRIL 28, 2026
Ch