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

+ **CS(OS) 1309/2010**

RAKESH KUMAR

.....Plaintiff

Through: Mr. Achal Gupta & Ms. Widaphi
Lyngdoh, Advs.

versus

PUSHPA DEVI & ORS

.....Defendants

Through: Mr. Robin Tyagi & Mr. Chirag
Sachdeva, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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07.05.2026

I.A. 9832/2026 (by plaintiff and defendants under Order XXIII Rule 3 read with Section 151 CPC)

1. The present application has been filed by the parties jointly to decree the suit in terms of compromise arrived at between the parties.
2. The captioned suit was filed by the plaintiff praying, *inter alia*, for decree of partition. During pendency of the suit, the parties arrived at a settlement, terms whereof have been recorded in the form of Settlement Deed/Memorandum of Understanding (MoU) dated 11.03.2026, a copy of which has been annexed to the present application.
3. Learned counsels appearing on behalf of the parties submit that all the parties have appended their signatures on the Settlement Deed. A perusal of the terms of the Settlement Deed shows that the same are lawful.
4. In that view of the matter, this Court does not find any impediment in



decreeing the suit in terms of the settlement.

5. Accordingly, the present suit is decreed in terms of the Settlement Deed/MoU dated 11.03.2026, which shall form part of the decree. The parties shall remain bound by the terms of the settlement.

6. Let decree be drawn in the above terms.

7. The interim order dated 05.07.2010 passed by this Court stands vacated.

8. Mr. Robin Tyagi, learned counsel appearing on behalf of the defendants submits that the non-judicial stamp paper, if any, to be furnished for drawing of decree, shall be furnished by the defendants at their cost. The statement is taken on record and defendants are bound down to the same.

9. The application, as well as the suit, is disposed of.

VIKAS MAHAJAN, J

MAY 7, 2026

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