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

+ **CS(OS) 927/2025 & I.A. 3182/2026**

MASTER ANHADRAJ SINGH SETHI (MINOR)Plaintiff
Through: Mr. Altamish, Adv.
versus

RAJAT SINGH SETHIDefendant
Through: Mr. Pritesh Kumar, Adv.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **05.02.2026**

I.A. 3182/2026 (Application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908)

1. The present application has been filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”) on behalf of the plaintiff, seeking to place on record the Settlement Agreement dated 23rd January, 2026 entered into between the parties, and to dispose of the present suit in terms of the said Settlement Agreement.
2. It is submitted that the matter was referred to the Delhi High Court Mediation and Conciliation Centre, and pursuant thereto, the parties have been able to arrive at a settlement, the terms of which, are now part of the Settlement Agreement dated 23rd January, 2026, which has been placed on record before this Court.
3. It is submitted that the permission/leave had already been taken from this Court *vide* order dated 20th January, 2026, for the purposes of signing and executing the Settlement Agreement on behalf of the minor child, i.e.,



Master Anhadraj Singh Sethi.

4. The parties jointly submit that the terms of the Settlement Agreement have been agreed upon mutually, without fear, fraud, undue influence or coercion, and the parties have entered into the Settlement Agreement on their own volition.

5. The Settlement Agreement dated 23rd January, 2026 is on record, and the relevant terms of settlement contained therein read as under:

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1.1 That the parties have finally, unanimously agreed to jointly sell and transfer the 'Said Property' free from all disputes, litigations and encumbrances whatsoever, coupled with vacant physical possession to any intending purchaser(s) (hereinafter referred to as the 'INTENDING

PURCHASER') within a period of 90 days from the date of the signing of the present Settlement Agreement. This period can be mutually extended for an additional period of 90 days. In a nutshell, both the Parties agree that the complete proposed sale, based on best/just consideration to be offered ought to be realized within a maximum period of 90 days from the date of the signing of the present Settlement Agreement.

1.2 That the Parties shall jointly evaluate the various offers received from intending purchasers, and shall mutually finalize the most suitable buyer based on best price and the timeline of 90 days period to complete/conclude the sale transaction with respect to the 'Said Property'.

1.3 The Parties have agreed and assure each other to facilitate the sale transaction with respect to the 'Said Property'. They shall cooperate in identifying the best sale offer/contemplated purchaser in terms of clause 1.1 and 1.2 above.

1.3.1 That Parties have mutually and voluntarily agreed that entire sale consideration, so received by the Second Party (husband) for himself and the minor son with respect to the 'Said Property' shall be further utilized by/put at the disposal of Mrs. Ashmeet Kaur Sethi mother of the Plaintiff (minor son). She agrees and undertakes to re-invest/purchase the complete amount into another immovable property/apartment/floor (not just limited to the sale consideration of the said property) within next period of 90 days



(being the outer limit) from the date of realization of the sale proceeds of the 'Said Property' in Delhi/NCR. That the Second Party has expressly agreed to apportion/pay the entire sale consideration for purchase of the subsequent property in the joint name(s) of Ms. Ishmeet Kaur as well as minor son i.e. Master Anhadaraj (under guardianship of Ms. Ishmeet Kaur). Ms. Ishmeet Kaur mother of the minor son shall be at liberty to purchase the subsequent property for an enhanced consideration than what is realised from the 'Said Property'. However, the said enhanced consideration shall be borne by Ms. Ishmeet Kaur out of her own resources.

1.3.2 The next, subsequent purchase shall be carried out in the joint name of Mrs. Ishmeet Kaur Sethi (herself) as well in her capacity as a guardian of Master Anhadraj Singh Sethi (minor) in equal proportions.

1.3.3 That the Second Party and the mother of the First Party in wake of the arrangement agreed upon them inter-se, in the best interest of the minor son as well as family ties shall remain bound by any extant laws/statutory obligations with respect to payment of taxes etc. as may be applicable.

1.3.4 That Mrs. Ishmeet Kaur Sethi mother of the Plaintiff (minor son) further assures and confirms that even whilst re-investing the said sale consideration into another property, she will ensure to expressly acknowledge that Master Anhadraj Singh Sethi (minor) will hold, be entitled to 50% undivided share in



the said proposed acquisition of a floor/apartment/immovable property. This assumes significance as the Second Party/father of the Minor (Co-Owner) of the 'Said Property' has expressly agreed to let Ms. Ishmeet Kaur, utilise the entire sale consideration of the 'Said Property' (including his share of sale consideration for such purpose as detailed in the foregoing paras). However, the subsequent/next to be purchased immovable property is agreed to be used as a residence for the family i.e. First Party, Second Party, Mrs. Ishmeet Kaur Sethi and minor daughter Ms. Samreen Kaur.

- 1.3.5 That the mother of the First Party has sought permission in terms of Order 32 Rule 7 CPC read with Section 151 CPC for enabling her to enter into the present Settlement Agreement keeping the best interest of minor son First Party as priority/utmost importance vide order dated 20.01.2026, copy of the same is annexed herewith as Annexure-A.
- 1.4 That the parties admit and declare that 'Said **Property**', is not a property owned by any Hindu Undivided Family (HUF)/ or owned by a Joint Hindu Family.
- 1.4.1 That in terms of the present Settlement, the First Party shall be free to seek refund of the Court Fee under Section 16 of Court Fees Act, read with 89 of CPC from the Hon'ble Court and the Second Party shall have no objection to the same.



1.4.2 That it is further agreed between the parties that the present suit may be disposed off/decreed by the Hon'ble Court in terms of the present Settlement Agreement.

1.5 That the parties hereby declare and assure each other that they have not done, executed or performed any act, deed or thing whereby the 'Said Property' or any part thereof is affected or prejudiced in title or estate or whereby any of the party hereto is hindered or prevented from entering into the present Settlement Agreement.

1.6 That in view of the aforesaid complete settlement, now no dispute remains in between the parties with regard to the 'Said Property' and/or otherwise. The Parties have assured to reside with each other in peace and harmony in the interest of family/minor children.

xxx xxx xxx”

6. This Court has perused the terms of the Settlement Agreement dated 23rd January, 2026, as per which, the parties have arrived at a mutual settlement in respect of the disputes between the parties. The Court records the statement made before this Court 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 CPC.

8. This Court further notes that by way of the Settlement Agreement, it has clearly been agreed that the share of the minor child, i.e., Master



Anhadraj Singh Sethi, shall be duly secured to the extent of 50% undivided share in the new property to be acquired, after sale of the suit property, i.e., *Second Floor of E-364, Greater Kailash Part-I, New Delhi-110048*, wherein, the minor child has 50% ownership, in view of the Gift Deed dated 15th September, 2017 executed in his favour by his grandfather.

9. Accordingly, with the consent of the parties, a consent decree is hereby passed in the terms of the Settlement Agreement dated 23rd January, 2026, and following directions are issued in this regard:

I. The parties are hereby held bound by the aforesaid Settlement Agreement dated 23rd January, 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.

III. Both the parties are enjoined upon to ensure that the interest and welfare of the minor child shall be secured when the new property is purchased.

IV. Share of the minor child, i.e., Master Anhadraj Singh Sethi, shall be duly secured to the extent of 50% undivided share in the new property to be acquired, after sale of the suit property.

10. Accordingly, in view of the aforesaid, the present suit is decreed in terms of the Settlement Agreement dated 23rd January, 2026.

11. Let the decree sheet be prepared by the Registry in accordance with the aforesaid consent terms between the parties, and directions passed by this Court, as aforesaid.

12. In view of the fact that the present suit has been settled through the process of mediation before the Delhi High Court Mediation and



Conciliation Centre, it is directed that 50% of the Court Fees shall be refunded to the plaintiff.

13. The Registry is directed to issue a Certificate of refund of Court Fees to the plaintiff, to the extent of 50%.

14. In order to safeguard the interest of the minor child, i.e., Master Anhadraj Singh Sethi, in the new property to be purchased by the parties, i.e., to ensure that the same is in the name of the minor child to the extent of 50%, list before the Joint Registrar (Judicial).

15. The Joint Registrar (Judicial) is directed to satisfy himself that the interest of the minor child is duly secured to the extent of 50% ownership in the new property purchased out of sale proceeds of the suit property, i.e., *Second Floor of E-364, Greater Kailash Part-I, New Delhi-110048*.

16. With the aforesaid directions, the present suit, along with the pending applications, stands disposed of.

17. List before the Joint Registrar (Judicial) on 27th July, 2026.

18. The next date of 25th February, 2026 before the Court, stands cancelled.

MINI PUSHKARNA, J

FEBRUARY 5, 2026/KR