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

+ **CS(OS) 88/2025 & I.A. No. 3878/2025**

AMAR NATH SHARMA

.....Plaintiff

Through: Mr. Mohit Mittal, Advocate.

versus

SUSHMA SHARMA AND ORS

.....Defendants

Through: Mr. Rishabh Singh, Advocate for
defendant nos.1 to 3.

Mr. Rishab Rajjain, Advocate for
defendant no. 4 and 5.

(M): 9811079695

Email: rishab@rrjassociates.com

Mr. Deepanshu, Advocate for
defendant no. 6.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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29.05.2026

This Case is being taken up today as 28th May, 2026 was declared as a holiday on account of 'Id-ul-Zuha (Bakrid)'.

1. The present suit has been filed seeking declaration, partition and permanent injunction with respect to the properties bearing no. *F-105, Vikas Puri, New Delhi*, and *Flat No.7, Devdoot Apartment, DDA SFS Flats, D Block, Vikas Puri, New Delhi-110018* ("suit properties").

2. As per the case of plaintiff, Late Sh. T N Sharma and Late Smt. Leela Devi Sharma, being the parents of the plaintiff and defendant nos. 4 to 6, died intestate. All the parties, i.e., the plaintiff and the defendants are related to each other, and are in possession of the aforementioned suit properties.

3. During the course of the proceedings, the parties made a joint request



to refer the matter for mediation.

4. This Court notes that a Settlement Agreement dated 04th May, 2026 has been placed on record, as per which, the parties have settled their disputes.

5. Learned counsels appearing for the parties jointly submit that the parties have voluntarily entered into the said Settlement Agreement, and that the parties have given their free consent and executed the aforesaid Settlement Agreement without any force, coercion, undue influence or misrepresentation. Accordingly, they submit that the present suit be decreed in terms of the Settlement Agreement.

6. This Court has perused the terms of the Settlement Agreement, wherein, it has clearly been stipulated as under:

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- A. It is agreed between the Parties that the Third Party i.e; Defendant No. 4 (Mrs. Geeta Swami), Defendant No. 5 (Mrs. Sunita Joshi), and Defendant No. 6 (Mrs. Meenakshi Sharma) hereby agree to **irrevocably relinquish, release, and transfer all their rights, title, and interest** in the above-mentioned properties and bank accounts including balance, interest and FDR's) only after receipt of full and final payment as stipulated in clause C herein.
- B. It is further agreed between the Parties that First Party i.e; the Plaintiff (Amarnath Sharma), and Second Party i.e; Defendant No. 1-3 (Mrs. Sushma Sharma, Bhaskar Sharma and Rahul Sharma) shall jointly pay a sum of Rs. 35,00,000/- each to the Third Party i.e; Defendant No. 4 (Mrs. Geeta Swami), Defendant No. 5 (Mrs. Sunita Joshi), and Defendant No. 6 (Mrs. Meenakshi Sharma).
- C. It is further agreed between the parties that the Plaintiff/First party shall apply for the Surviving Member Certificate (SMC) within three days of signing the present Settlement Agreement. It is further agreed between the Parties that within 60 days of the issuance of the SMC, the First Party and Second Party shall pay the abovesaid amount of Rs. 35,00,000/- each to the Third Party by way of Demand Draft/NEFT/RTGS.

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authority.

- E. Upon receipt of the said amount, third party/Defendant No. 4, 5, and 6 shall have **no further claims whatsoever** in respect of the said properties or bank accounts.
- F. It is agreed between the Parties that after relinquishing their share by third party/defendants no.4-6, the first party (plaintiff) and second party (Defendants no.1-3) shall be absolute owner of both the properties as 50% undivided share each and 50% share each in bank accounts including bank balance, interest and FDR's. and the Third Party shall have no objection to the first party (Plaintiff) and second party (Defendant No. 1-3) holding, enjoying and selling the properties exclusively.
- G. It is further agreed between the Parties that the First party (plaintiff) and Second party (Defendant no.1-3) shall bear all the necessary expenses jointly for issuance of SMC (Surviving Member Certificate), any fee/charges by concern banks for reactivate the bank accounts, Charges/fee of deed writer for drafting of Relinquishment deeds, stamp duty and registration fee etc., to claim the arrears of rent from tenant in Flat at Devdoot Apartment, Vikas Puri, Delhi or his eviction through court litigation and miscellaneous expenses if any.
- H. It has further agreed between the parties that the Defendant No. 3 i.e. Mr. Rahul Sharma shall get an additional amount of Rs. 50,000/- towards

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income tax claim and Rs.14,000/- towards payment of property tax from funds available in bank accounts, and rest of the amount shall be divided between first party (plaintiff) and second party (defendant no.1-3) in 50% each.

- I. It is agreed between the Parties that the Defendant No. 3 i.e. Mr. Rahul Sharma is authorized to issue a legal notice to the tenant of the property bearing Flat No. 7 at Devdoot Apartment, Vikas Puri, Delhi regarding eviction, recovery of arrears of rent, damages, etc.
- J. The Parties agree and undertake to remain bound by the terms of this Settlement Agreement and further agree that the present terms supersede any previous agreement/ instrument etc. whatsoever. It is also agreed between the Parties that the communications in relation to the terms of the present Agreement shall be made in writing only, by the Parties.
- K. It is agreed between the Parties that in case of any unforeseen circumstances, time period could be extended upto 120 days of the receipt of the SMC, however, if the transactions could not be completed in 120 days, the Parties shall have 1/5th share each of all the moveable and immovable properties.

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- M. The Parties shall make joint request for the disposal of the suit CS(OS) No. 88/2025 and pass an appropriate decree in terms of the present Settlement Agreement, declaring the rights, entitlements and interests of the Parties, as agreed in the present Settlement Agreement entered between the Parties.

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- 7. Perusal of the aforementioned Settlement Agreement shows that the same is lawful and the Court finds no impediment in accepting the same.



8. Therefore, with the consent of the parties, a consent/compromise decree is hereby passed in terms of the Settlement Agreement dated 04th May, 2026, and the following directions are issued in this regard:

- i. The parties are held bound by the terms of the aforesaid Settlement Agreement, and they shall abide by the terms and conditions, as set out therein.
- ii. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Settlement Agreement dated 04th May, 2026.

9. Accordingly, the present suit is decreed in terms of the Settlement Agreement between the parties, which shall form part of the decree.

10. Let the decree sheet be prepared by the Registry, in accordance with the aforesaid terms between the parties.

11. With the aforesaid directions, the present suit along with pending applications, is accordingly disposed of.

MINI PUSHKARNA, J

MAY 29, 2026

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