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

+ **CS(OS) 1281/2015 & I.A. 5592/2026**

MANJU VATS & ORS

.....Plaintiffs

Through: **Mr. Naresh Gupta & Mr. Rachit
Gumber, Advs.**

versus

MEENA PANDEY

.....Defendant

Through: **Mr. S.K. Rout, Ms. Dimple Dhamija,
Mr. Aman Mehrotra, Mr. Rahul
Kumar, Ms. Rakhee Gupta, Ms. Alka
Singh & Mr. Shivang, Advs.**

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

07.05.2026

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1. This suit was filed for declaration, cancellation of document and permanent injunction with the following prayers:

“a) Pass a decree of permanent injunction in favour of plaintiffs and against the defendant thereby restraining the defendant, her legal heirs, assignee, representatives, attorneys etc. from selling, alienating, transferring and/ or creating any kind of third party interest and/ or from raising any kind of construction in the suit property i.e. property bearing No. F-45, Bali Nagar, New Delhi as shown in red colour in the site plan annexed with the plaint;

b) Pass a preliminary decree of partition in favour of plaintiffs and against the defendant thereby partitioning the suit property i.e. property bearing No. F-45, Bali Nagar, New Delhi among the plaintiffs and defendant equally to the extent of 1/5th share each;



c) Pass a final decree of partition in favour of plaintiffs and against the defendant thereby partitioning the suit property i.e. property bearing No. F-45, Bali Nagar, New Delhi among the plaintiffs and defendant equally to the extent of 1/5th share each;

(cc) Pass a decree of declaration in favour of the plaintiffs and against the defendant that Smt. Sita Devi had no right, title or interest to execute any Will in respect of the suit property after 16.04.1981 and as such, the unregistered Will dated 08.04.1988 propounded by the defendant is totally bad and illegal in law and not binding upon the plaintiffs or the suit property;

(ccc) Pass a Decree of Declaration that the Sale Deed dt. 18.03.1966 was a sham document and did not confer any ownership right upon Smt. Sita Devi over any portion of immovable property bearing Municipal No. F-45, Bali Nagar, New Delhi measuring about 200 sq. yds.;

(cccc) Pass a Decree of Cancellation, thereby cancelling the Sale Deed dt. 18.03.1966, executed by Smt. Savitri Devi, in favour of Smt. Sita Devi, registered with Sub-Registrar, Kashmere Gate, Delhi vide registration No. 6169 Book No. I Vol. No. 1569, at pages 163 to 164, registered on 23.03.1966.

(ccccc) Award costs of the proceedings in favour of the plaintiffs;”

2. The parties were referred to mediation during the pendency of the suit. The mediation has yielded fruits and parties have settled the dispute vide settlement agreement dated 25.03.2026.

3. The terms of the settlement agreement dated 25.03.2026 are reproduced below:



“1. The parties have amicably agreed to divide the suit property in equal share. The First Party and the Second Party as a whole shall become co-owner to the extent of 50%. The Third Party shall remain co-owner to the extent of remaining 50%.

2. The parties hereby admit and acknowledge as under:

2.1 That the sale deed dated 18.03.1966 was executed by Smt. Savitri Devi in favour of Smt. Sita Devi only for the purposes of raising loan for construction. The said sale deed was not to be given effect. The parties agree for cancellation of the said sale deed. The parties shall jointly pray to the Hon'ble Court for cancellation of the said sale deed dated 18.03.1966

2.2 That the parties admit that Smt. Savitri Devi and Smt. Sita Devi were the co-owner to the extent of 50% each.

2.3 That the First Party and the Second Party agree to give up her claim of the Will dated 16.04.1981 having been executed by Smt. Savitri Devi and also by Smt. Sita Devi, The First Party and Second Party agree that there is no such Will having been left with by Smt. Savitri Devi and Smt. Sita Devi.

2.4 That the Third Party hereby agree to give up her claim of Will dated 08.04.1988 of Smt. Sita Devi. The Third Party agree that there is no such Will having been left behind by Smt. Sita Devi.

2.5 That the net effect is that Smt. Sita Devi as well as Smt. Savitri Devi died intestate and their interest in the aid property shall devolve upon their respective Class -1 Legal Heirs.

2.6 That the Third Party shall give her consent for revocation of the letter of administration having been granted by the Ld. Court of District Judge and both the parties shall get the said letter of administration revoked on



joint request. Upon revocation of the letter of administration, the Third Party shall unconditionally withdraw the probate case filed by her

2.7 That the parties shall suffer a preliminary decree of partition before the Hon'ble Delhi High Court wherein the shares of the parties shall be decided as under: -

a. Plaintiffs jointly : 50%

b. Defendant 50%

2.8 The parties shall explore the possibility of final partition by inter se bidding or by bidding their prospective buyers to purchase the share of each other. Whosoever will pay the higher price shall retain the property.

2.9 That the parties shall not claim any amount towards mesne profits, loss of profits, interest, or compensation against each other.

3. That the parties have entered into the present settlement on their own sweet will and without there being any threat force or coercion.

4. The parties have consulted their legal advisors before entering into the present settlement. The parties agree that the present Settlement Agreement is lawful.

5. That all the parties to the Settlement, as referred above, have agreed to remain bound by the settlement and shall not challenge the same in any court of law at any time.

6. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future.

7 The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.



8. The Parties also agree that they have understood the contents of the present Settlement Agreement and the same have been read over and explained to the Parties in vernacular by the Mediator in presence of their respective Counsel.

9. The Parties also agree to present themselves before the Hon'ble Court for confirming the terms of the present Settlement Agreement, virtually or physically, as the case may be.”

4. Learned counsel for the parties contends that the suit be decreed in terms of the settlement agreement dated 25.03.2026.
5. The prayer is allowed.
6. The suit is decreed in terms of the settlement dated 25.03.2026.
7. Let a decree-sheet be drawn up by the Registry accordingly.
8. The next date of hearing before the Joint Registrar stands cancelled.

AVNEESH JHINGAN, J

MAY 7, 2026

‘JK’