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

+ **CS(OS) 255/2017, I.A. 10302/2018, I.A. 17538/2025**

PRADEEP KUMAR AGGARWALPlaintiff

Through: Mr. Pankaj Gupta and Mrs. Rimp
Gupta, Advocates along with Plaintiff
in Person.

versus

SHRI PRAVEEN AGGARWAL & OTHERSDefendants

Through: Mr. Manish Gandhi, Advocate for
D-1.

Mr. Saurav Agrawal, Mr. Ishaan
Mukherjee, Mr. Raghav Chadha, Mr.
Anshuman Chowdhury, Mr. Parmeet
Singh, Mr. Sahasradeep Sharma, Ms.
Pragya and Mr. Raghav Sharma,
Advs for D-5.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **16.04.2026**

**THIS MATTER HAS BEEN HEARD THROUGH VIDEO-
CONFERENCING**

I.A. 6738/2026

1. Though the present application has been styled as one filed under Order XXIII Rule 3 of CPC jointly by the Plaintiff and Defendant No.5, however, the same is filed under Order XXIII Rule 1(4) of CPC for disposal of Suit on the basis of settlement arrived at between the Plaintiff and Defendant No.5.



2. It is stated that the terms of the settlement have been mentioned in Paragraph Nos.5 to 9 of the present application. The entire application is being reproduced as under:

“1. That the Plaintiff and Defendant No.5 by means of present joint application seeks indulgence of Hon'ble Court in approving and taking on record the settlement arrived at between the Plaintiff and Defendant No.5 and to dispose of the suit pursuant to said settlement arrived at between the parties.

2. That the subject matter of above suit is the immovable property bearing No. F-8, Geetanjali Enclave, New Delhi-110017 (herein after referred to as Suit Property). The suit has been filed by the Plaintiff seeking relief of Partition of Suit Property, Declaration, Perpetual and Mandatory Injunctions. Initially, the suit was filed for the reliefs of Partition of Suit Property, Perpetual and Mandatory Injunctions by arraying the Defendant Nos. 1 & 2 as parties to the suit. During the pendency of above suit, however, Defendant No. 5 herein, namely Mrs.Usha Bansal, purchased the Suit Property from Defendant No.3-Sh.Mukat Behari, (father of the Plaintiff and Defendant No. 1) vide registered Sale Deed dated 23.12.2017, bearing Registration No. 7664 in Book No. 1, Volume No. 2090, Pages 176-188, for a total sale consideration of Rs. 9,34,35,000/- (Rupees Nine Crores Thirty-Four Lakhs Thirty-Five Thousand Only). In view of these subsequent developments, the plaint vide order dated 17 .07 .20219 was allowed to be amended wherein the Defendant Nos. 3 to 5 were allowed to be impleaded; where after the Plaintiff prays for grant of aforementioned reliefs.

3. That the Hon'ble Court, vide Order dated 11.09.2018, was further pleased to grant an interim order directing the parties to maintain status quo



regarding the title of the Suit Property, which interim order was subsequently confirmed vide Order dated 09.05.2022 till the final adjudication of the Suit.

4. That during the pendency of above suit attempts have been initiated to resolve the disputes amicably. Now with the intervention of family members and well-wishers, the Plaintiff and Defendant No. 5 have amicably resolved and settled all their disputes in relation to the Suit Property and the claims raised by the Plaintiff against Defendant No. 5 in the present Suit.

5. That the parties have amicably settled the disputes and as per the terms of the said settlement, Defendant No. 5 has agreed to pay a total amount of Rs. 2,75,00,000/- (Rupees Two Crores Seventy-Five Lakhs Only) to the Plaintiff towards full and final settlement of all claims, rights, demands and disputes raised by the Plaintiff against Defendant No. 5 in respect of the Suit Property being F-8, Geetanjali Enclave, New Delhi-110017.

6. That towards the payment of above mentioned agreed settlement amount, the Defendant No.5 has got prepared a DD bearing No. 657367 dated 13.03.2026 issued by IDFC First Bank Ltd., Greater Kailash-I Branch, Delhi in favour of the Plaintiff. True Copy of said DD bearing No. 657367 dated 13.03.2026 issued by IDFC First Bank Ltd., Greater Kailash-I Branch, Delhi is being produced as DOCUMENT No.1 to the present application.

Defendant No.5 undertakes to handover and deliver the original of above DD bearing No. 657367 dated 13.03.2026 issued by IDFC First Bank Ltd., Greater Kailash-I Branch, Delhi to the Plaintiff before the Hon'ble Court at the time of hearing and disposal



of present application.

7. That it has been agreed between the Plaintiff and Defendant No.5 that upon receipt of the said Settlement Amount, the Plaintiff acknowledges and confirms that Defendant No. 5 is the sole and exclusive owner of the Suit Property, and the Plaintiff, along with his legal heirs and successors, shall have no right, title, interest or claim whatsoever in the said property.

8. That it has further been agreed between the Plaintiff and Defendant No.5 that after payment of aforementioned settlement amount, neither the Plaintiff nor his legal heirs, successors or representatives shall raise any objection, claim or dispute in the future with respect to the ownership, possession or rights of Defendant No. 5 in the Suit Property.

9. That the above detailed settlement has been arrived at between the Plaintiff and Defendant No.5 voluntarily, without any force, coercion, undue influence or misrepresentation, and the parties request that the terms of settlement may kindly be approved and taken on record by the Hon'ble Court. The settlement arrived at between the Plaintiff and Defendant No.5 is lawful agreement/ compromise.

10. That in view of the aforesaid settlement, the Plaintiff does not wish to pursue any claim either against Defendant No. 5 or any other Defendant in the present suit and the Plaintiff seeks indulgence of Hon'ble Court in ordering disposal of above suit in pursuance to above settlement between the Plaintiff and Defendant No.5.

11. That in circumstances afore detailed, the present joint application is being filed by Plaintiff and Defendant No.5 and indulgence of Hon'ble Court is



sought in approving and taking on record the settlement arrived at between the Plaintiff and Defendant No.5 and to dispose of the suit pursuant to said settlement arrived at between the parties. There is no impediment in grant of reliefs prayed in the present application. The grant of reliefs prayed is in interest of all concern and for expedience.”

3. On 17.03.2026, learned Counsel for Defendant No.1 sought time to file a reply to the present application i.e., I.A. 6738/2026. However, today learned Counsel for Defendant No.1 states that he has no objection if the present application is allowed as Defendant No.1 is now agreed to fall in line with the Settlement Agreement.
4. It is stated that a sum of Rs.2,75,00,000/- has been paid by Defendant No.5 to the Plaintiff towards full and final settlement of all claims, rights, demands and disputes raised by the Plaintiff vide a Demand Draft bearing No.657367 dated 13.03.2026 drawn on IDFC First Bank.
5. A perusal of the Paragraph No.10 of the application indicates that the Plaintiff does not wish to pursue any claim, demand or right either against Defendant No. 5 or any other Defendants in the present suit and the Plaintiff seeks disposal of Suit in pursuance of settlement arrived at between the Plaintiff and Defendant No.5.
6. In view of the fact that settlement has been arrived at between the Plaintiff and Defendant No.5 and the Plaintiff has decided to abandon all his claims against all the Defendants, the present Suit is disposed of in terms of the settlement arrived at between the Plaintiff and Defendant No.5.
7. The application is disposed of.



8. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

APRIL 16, 2026

S. Zakir