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

+ **CS(OS) 1925/2015**

SMT KANCHAN DESHPANDE

.....Plaintiff

Through: Ms. Ritika Choubey, Adv.

versus

SMT. INDRANI BAROOAH & ORS.

.....Defendants

Through: Ms. Shivani Chawla, Adv. for
applicant in I.A. 25799/2025.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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13.02.2026

I.A. 25799/2025

1. This application under Order 22 Rule 10 of the Code of Civil Procedure is filed on behalf of the plaintiff for impleadment of defendant no.4 in the present suit.
2. There is no objection on behalf of the learned counsel for the other side.
3. For the reasons mentioned therein, the application is allowed.

CS(OS) 1925/2015

4. This suit is filed with the following prayers:

“i This suit, in the first instance, be sent to the Mediation Centre for settlement; and failing a settlement there, be tried by the Court;

ii As submitted in paras 19 and 20 supra, the interest of plaintiff and Defendants No.1 to 3 - extent of each-in



Apartment No.1C, Sagar Apartments, Tilak Marg, New Delhi, be adjudicated according to law;

iii A preliminary decree for partition declaring such interest be passed;

iv A final decree for partition of property bearing Apartment No.1-C, Sagar Apartment, 6 Tilak Marg, New Delhi-110001, as the court deems proper, keeping in view the nature of the suit property and interest of parties therein be passed;”

5. The mediation has yielded fruits and parties have amicably reached settlement dated 10.10.2025.

6. The request is that the suit now be decreed in terms of the settlement.

7. The settlement agreement dated 10.10.2025 is on record and terms of the settlement agreement are reproduced below:

“a. That the First and the Second Party having executed the Final Agreement to Sell, GPA, Will and other supporting documents dated 06.10.2025 for the suit property in favour of Mr. Siddharth Batra and having received the entire sale consideration in full and final settlement, have delivered vacant, peaceful and physical possession of the Suit Property to the Purchaser. The Purchaser shall henceforth be recognized as the sole owner and is entitled to the Suit Property with full rights of use, occupation, enjoyment and transfer, and the First, Second, Third and Fourth Parties confirm that they have no right, title, interest or claim remaining therein.

b. It is agreed that the Purchaser shall get the said Final Agreement to Sell dated 06.10.2025 registered with the appropriate authorities. The Purchaser shall be liable to bear all the costs of the said registration. The First and the Second Party undertake to give all necessary cooperation (including but not limited to signing and appearing before the Registrars) for getting the same registered.



c. That the First, Second, Third and Fourth Parties have no further claim left in respect of the Suit Property and undertake not to raise any objection in future.

d. That Purchaser or his nominee/assignee shall be free to get the Suit Property converted from leasehold to freehold, and for the said purpose sign and submit all the applications, requisite form, affidavits, declarations, undertakings deposit the conversion charges, proceeding fees or any other dues and demands of the concerned authority, sign and execute Supplemental/Conveyance Deed and to get the same registered in the office of the Sub- Registrar, New Delhi. In the event any co-operation is required from the First Party and Second Party, they shall co-operate and in case of non-cooperation by either Party, the Purchaser shall be entitled to seek directions from this Hon'ble Court, including appointment of a Court Commissioner for execution of requisite documents.

e. The present Settlement represents the final stage of the resolution of disputes between them. By its very nature, this Settlement is akin to a Final Decree in a partition suit. Accordingly, this Settlement shall be placed before the Hon'ble High Court of Delhi in CS (OS) No. 1925 of 2015 and the Hon'ble Court may consider passing appropriate orders and dispose of the suit in terms thereof.

f. This Settlement shall bind the Parties and their respective legal heirs, successors, executors, administrators, and assignees.

g. That with this, all claims and counter-claims of the parties stand settled, and no disputes survive in relation to the Suit Property.

h. That the parties hereby state and declare that they have entered into this Settlement Agreement voluntarily, of their own free will, and without any pressure, coercion, or undue influence from any quarter.



i. The Parties further agree that the statements made by them herein in this Settlement Agreement may be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.

j. The First Party may seek refund of court fees under Section 16 of the Court Fees Act from the Hon'ble Court in terms of the present Settlement Agreement and the Second Party shall have No-objection to the same.

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

1. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other in vernacular and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

m. The parties undertake to present themselves before the Hon'ble Court during the physical/virtual court hearing confirming the terms of the Settlement Agreement.

n. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

8. The suit stands decreed in terms of the Settlement Deed. Let a decree sheet be drawn up by the Registry accordingly.

AVNEESH JHINGAN, J

FEBRUARY 13, 2026/‘JK’