



2025:DHC:4341



\$~43

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

Date of decision: 22.05.2025

+ CS(OS) 920/2024 &amp; I.A. 45817/2024

TARUN KUMAR KATYAL

.....Plaintiff

Through: Mr. Harsh Kaushi, Adv. along with  
Plaintiff

versus

VIKAS KATYAL &amp; ANR.

.....Defendants

Through: Mr. Dhruv Chawla and Mrs. Aadya  
Sinha, Advs.  
Defendant no. 1 and 2 are present

%

**CORAM:****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****J U D G M E N T****MANMEET PRITAM SINGH ARORA, J (ORAL):**

1. The Delhi High Court Mediation and Conciliation Centre has placed on record the settlement agreement dated 29.04.2025 ('settlement agreement'). The said agreement is signed by the plaintiff, defendant no. 1 and defendant no. 2.
2. Learned counsels for the parties state that the subject matter of the suit is partition of property bearing no. B-8, Jangpura Extension, New Delhi, 110014 admeasuring 200 sq. yds ('suit property') wherein the suit property be divided equally between plaintiff and defendant no.1.
3. It is stated that defendant no. 2 has relinquished her right, title and



interest in the suit property in favour of the plaintiff and defendant no. 1. It is stated that in this manner the plaintiff and defendant no. 1 have now become entitled to 50% share each in the suit property.

4. It is stated that parties have agreed to re-develop the suit property in collaboration with the developer and the allocation between the parties vis-à-vis collaborator is set out in the clause (d) of the settlement agreement at internal page 5.

5. It is stated that with the execution of this settlement agreement, the immovable suit property stand partitioned between the parties. It is prayed that the final decree be passed in terms of the settlement agreement.

6. It is stated that parties have entered into a separate collaboration agreement with the developer, which will be registered in due course.

7. The plaintiff is present in person and confirms the due execution of the settlement agreement and that he is satisfied with the terms recorded therein. Similarly, defendant nos. 1 and 2 have appeared in person and confirmed the execution of the settlement agreement.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**<sup>1</sup> while dealing with Section 89 of the CPC has observed that the settlement agreement arrived through mediation will have to be placed before the Civil Court for recording it; and for disposing of the suit in terms thereof, the Civil Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective and binding on the parties.

---

<sup>1</sup> 2010 8 SCC 24.



2025:DHC:4341



9. This Court has perused the terms of the settlement agreement dated 29.04.2025 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC. The compromise contained in the said settlement agreement is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement agreement.

10. The statements/undertakings given by the parties are accepted by this Court and the parties were held bound by the same.

11. The suit is hereby decreed in terms of settlement agreement. The settlement agreement dated 29.04.2025 shall form part of the decree. The registry is directed to draw up a decree in terms thereof.

12. Learned counsel for the plaintiff states that since the Court fees paid is nominal the plaintiff does not seek refund of said Court fees. The said statement is taken on record.

13. All future dates stand cancelled.

14. Pending applications are disposed of.

15. Interim orders, if any, shall stand merged to final decree.

**MANMEET PRITAM SINGH ARORA, J**

**MAY 22, 2025/hp/ms**

*Click here to check corrigendum, if any*