



2025:DHC:5387



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
% ***Date of Decision: 04.07.2025***  
+ **C.R.P. 187/2025 & CM APPL. 38332-38333/2025**  
YADAV RAM .....Petitioner

Through: Mr. R.P Sharma and Mr. Manish  
Bhardwaj, Advocates

versus

RAJENDER SINGH .....Respondent

Through:

**CORAM:**

**HON'BLE MS. JUSTICE TARA VITASTA GANJU**

**TARA VITASTA GANJU, J.: (Oral)**

1. The present Petition seeks to challenge the Order dated 03.05.2025 passed by learned ACJ/CCJ/ARC (South-East), Saket Courts, New Delhi in Misc SCJ 74/2023 [hereinafter referred to as “03.05.2025 Order”] and Order dated 22.03.2023 passed by learned ACJ/CCJ/ARC (South-East), Saket Courts, New Delhi in RC ARC 61/18 [hereinafter referred to as “22.03.2025 Order”].

2. By 03.05.2025 Order, the Application under Order XXIII Rule 3 and 3A read with Section 151 of the Code of Civil Procedure, 1908, [hereinafter referred to as “Application”] was dismissed.

2.1 The learned Trial Court gave a finding that no compromise decree had actually been passed by Order dated 22.03.2023 and that the Court had only disposed of the Eviction Petition as withdrawn as settled. It was further held by the learned Trial Court that there was a delay in filing the Application and that the Petitioner having settled the matter took time to contemplate



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and sought to challenge the 22.03.2023 Order on frivolous and vague grounds.

3. Learned Counsel appearing on behalf of the Petitioner submits that previously a Petition under Section 14(1)(a) of the Delhi Rent Control Act, 1958 [hereinafter referred to as “DRC Act”] for non-payment of rent was filed by the Respondent against the Petitioner. He further submits that now a Petition under Section 14(1)(e) of the DRC Act has also been filed by the Respondent against the Petitioner.

3.1 Learned Counsel contends that in view of the pending *inter se* litigation between the parties, he limits his challenge in the present Petition to a direction that the findings in the 03.05.2025 Order *qua* sale deed dated 28.06.2016 and with respect to relationship between the parties will not come in the way of other *inter se* litigation.

4. A review of the record shows that by the Order dated 22.03.2023, the Respondent had appeared before the learned Trial Court and admitted the Respondent as the owner of the suit property. It was further recorded therein that the Petitioner undertook to pay a rent of Rs. 17/- per month along with all arrears. A separate statement of the Petitioner was also recorded by the learned Trial Court. The Petition was subsequently disposed of by the learned Trial Court in view of the statement made by the Petitioner on 22.03.2023. It is against this Order that the Application was filed for recall of the 22.03.2023 Order.

5. The challenge in the present Review Petition is to 22.03.2023 Order as well as to 03.05.2025 Order in the following terms:

“A) issue an appropriate order or direction for quashing and setting



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*aside the Order dated 3.05.2025 passed by the Ld Court of Ld ACJ/CCJ/ARC (S.E.), Saket Courts, New Delhi;*

*B) Set aside Order dated 22.03.2023 in RC ARC No. 61/2018 and restore RC ARC No. 61/2018 before the Ld Court of Ld ACJ/CCJ/ARC (S.E.), Saket Courts, New Delhi;*

*C) Call the records of the Ld. Trial Court of the above noted case and examine the legality of the impugned order;”*

6. So far as concerns prayer (B) above, 22.03.2023 Order is an Order disposing of a Petition under Section 14(1)(a) of the DRC Act and is not amenable to challenge before this Court. Thus, so far as concerns prayer (B) in the present Petition, the same is not maintainable.

7. As discussed above, the 03.05.2025 Order essentially gives a finding that no compromise consent decree has actually been passed by the learned Trial Court on 22.03.2023, as the matter had actually been disposed of as settled and withdrawn and thus held that no ground to challenge the settlement had been made out. Since the Petitioner has limited his prayer in the present Petition to a direction that the findings *qua* sale deed dated 28.06.2016 in the 03.05.2025 Order will not come in the way of the parties in the *inter se* litigation, no Notice to the Respondent is requisite.

8. The 03.05.2025 Order does not in fact gave any findings on the sale deed but merely records the contentions of the parties in that behalf and gives a finding on the compromise/settlement in the following terms:

*“9. The grievance of the applicant/respondent is that he was not informed about the compromise/settlement by his counsel and due to the fraud by his counsel, he had signed the statement concerned. Thus, it is required to be assessed as to what amount of weightage could be given to the said ground of the respondent, in light of facts and circumstances of the present matter, to seek recalling of order dated 22.03.2023. It is the*



*admitted position that the counsel and son of the respondent were present when the said statement had been signed by him. Thus, the present is not the case where there are no legal representation on behalf of the respondent. Moreover, it the very same son of the respondent who, as per his version, had eventually informed him about the manner in which the matter had been disposed of after having checked the order uploaded on e-courts website. It is unfathomable as well as questionable as to how and why his said son had not read the settlement statement and had enquired about it before the same had been signed by his father i.e., the respondent. Indeed, such an equation belies reason.*

9.1 *The version of the respondent is that the matter was at the stage of final arguments and on the date concerned, petitioner submitted before the court that he seeks to withdraw the eviction petition and due to the said reason only, he had signed his own statement. Did the respondent and his son not find the said situation strange enough to have questioned as to why the petitioner was withdrawing the matter when the latter had contested it till the end and the matter was at the threshold of disposal? The respondent has now tried to carve out an easy and unethical why out by saying that his counsel was a fraud and had mislead him and that the court had not applied its judicial mind before disposing of the matter. If the compromises and settlements would be allowed to be challenged and recalled on the ground that the party had been misled by the counsel, there would be no end to litigation and the sanctity attached to compromise would be lost and destroyed.*

9.2 *It could also not be ignored that the petitioner had pleaded the rent payable in the eviction petition to be Rs. 1700/- per month whereas, the rent amount had later been agreed to be settled @ Rs. 17/- per month as per statement dated 22.03.2023 of the respondent. Also, no order as to eviction of respondent had been passed with final disposal of the petition. This state of affairs clearly shows that the respondent's case had had a due representation before the court and it is not the case that only the petitioner had gained a benefit by reason of settlement in question.*

10. *It is further required to be considered as to if any compromise/ consent decree had actually been passed in the present matter vide order dated 22.03.2023. **Pertinent it is note that no such decree had been passed vide the said order and the court had only disposed of the eviction/rent petition concerned as settled and withdrawn. The court had never passed an order as to eviction of respondent from the suit property, which had been prayed for by the petitioner in the said petition.** Besides that, the court had considered the submissions made by the parties regarding settlement and had duly recorded their statements, which were signed by them in presence of their respective counsels. In such facts and circumstances, **the***



**respondent cannot plead that the said settlement was not valid for the alleged non-compliance of guidelines of Hon'ble Supreme Court laid down in the aforementioned authority.**

11. An application seeking condonation of delay has also been filed on behalf of the applicant/respondent as there has been delay in filing the present application. Thus, the respondent after having settled the matter, took time to contemplate and sought to challenge the settlement order with the above stated frivolous and vague grounds.

12. Therefore, in light of above discussion and in considered opinion of this court, the present application being without merit, stands dismissed with cost of Rs.1,00,000/-. Rs. 50,000/- of the said cost will be paid by the applicant/respondent to the petitioner and Rs. 50,000/- be deposited by him with "Bharat Ke Veer".

[Emphasis supplied]

9. Thus, the findings of the learned Trial Court are to the extent that there was no decree passed by the Court by the 22.03.2025 Order. The Court did not pass an order of eviction of the Respondent from the suit property which was the prayer therein. It was thus held that the Respondent could not plead that the settlement was not valid on false and frivolous ground and that too belatedly. Since there is no finding on the sale deed dated 28.06.2016, no further orders are necessary.

10. The Petition is disposed of in the foregoing terms. All pending Applications stand closed.

11. The parties shall act based on a digitally signed copy of the order.

**TARA VITASTA GANJU, J**

**JULY 4, 2025/g.joshi/pa**

[Click here to check corrigendum, if any](#)