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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision: 21<sup>st</sup> January, 2026

+ CS(OS) 278/2018, I.A. 7760/2018, I.A. 14223/2022 & I.A. 15479/2022

MANISH AGGARWAL & ORS. ....Plaintiffs

Through: Mr. Surender Gupta, Adv. along with Plaintiff Mr. Manish Aggarwal in person.

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versus

RAM NARAYAN PANDEY & ORS. ....Defendants

Through: Mr. Satyavan Kudalwal and Mr. Aakash Kudalwal, Advs. for D-7(LRs)  
Defendant No. 1 in person.

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J (ORAL):**

1. Settlement Agreement dated 24<sup>th</sup> September, 2025, has been received from the Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel appearing for the plaintiffs submits that the plaintiffs had purchased the plot of land measuring *450 sq. yards*, in *Khasra No. 1614/1195/558*, located in the *Village of Bahapur, Tehsil Kalkaji, New Delhi*.
3. He submits that the plaintiffs had purchased the said land in question from the original owner, i.e., Legal Representatives ("LRs") of Sh. Ratan Lal Gupta.



4. He further submits that out of the 450 sq. yards of the land in question, which was purchased by the plaintiffs, only 270 sq. yards had been handed over to the plaintiffs.

5. Thus, by way of the present suit, the plaintiffs had sought for the remaining 180 sq. yards of the land in question.

6. It is submitted that the remaining land was in the possession of defendant nos. 1 to 7, which was part of the land measuring 900 sq. yards, in possession of defendant no. 1.

7. Attention of this Court has been drawn to the order dated 29<sup>th</sup> March, 2022, wherein, defendant nos. 2 to 7, were transposed as plaintiffs.

8. Learned counsel appearing for defendant no. 7, who was transposed as plaintiff *vide* order dated 29<sup>th</sup> March, 2022, submits that defendant no. 7 was not present at the time of the settlement in question between the parties, and that his rights have been compromised. He, thus, submits that he wishes to continue with the suit.

9. However, learned counsel appearing for the plaintiffs draws the attention of this Court to the order dated 30<sup>th</sup> September, 2019, wherein, it is recorded as follows:

“xxx xxx xxx

**Written statement to the suit of plaintiffs not filed by defendant No.7 till date. Learned counsel for defendant No.7 submits that defendant No.7 does not wish to file separate written statement and affidavit for admission/denial of documents and he adopts the same written statement and affidavit for admission/denial of documents as already filed by defendant No.2 to 6.**

xxx xxx xxx”

*(Emphasis Supplied)*

10. By referring to the aforesaid order, learned counsel appearing for the plaintiffs submits that the defendant no. 7 had not filed any written statement



or affidavit of admission/denial of documents, and he had adopted the written statement and affidavit of admission/denial of documents, as already filed by defendant nos. 2 to 6.

11. He, thus, submits that when defendant nos. 2 to 6 are party to the Settlement Agreement dated 24<sup>th</sup> September, 2025 duly executed by the Delhi High Court Mediation and Conciliation Centre, defendant no. 7 cannot, at this stage, raise any dispute.

12. Learned counsel appearing for the plaintiffs submits that land measuring 180 sq. yards, has already been handed over to the plaintiffs, by defendant no. 1. Since the plaintiffs have now got possession of their full land measuring 450 sq. yards, the plaintiffs, in view of the Settlement Agreement dated 24<sup>th</sup> September, 2025, do not wish to continue with the present suit.

13. *Per contra*, learned counsel appearing for defendant no. 7 submits that defendant no. 7 has a share of 150 sq. yards in the land in question, and that since the whole land measuring 630 sq. yards, was in possession of defendant no. 1, his share of 150 sq. yards, ought to be given to him. He submits that the present suit is essentially filed for partition of the Joint Family Property.

14. Having heard learned counsels appearing for the parties, this Court notes that the plaintiffs have already received the possession of the full land claimed by the plaintiffs, i.e., 450 sq. yards, as the land measuring 180 sq. yards has already been handed over by defendant no. 1 to the plaintiffs.

15. The land measuring approximately 630 sq. yards was in possession of the defendant no. 1, out of which, he has handed over 180 sq. yards to the plaintiffs.



16. The defendant no. 7 is claiming 150 sq. yards out of the said land, which is under possession of defendant no. 1. After handing over land measuring 180 sq. yards, the defendant no. 1 is in possession of 450 sq. yards of the land in question. However, defendant no. 1, who appears in person, denies any right of defendant no. 7 over the land under his possession.

17. Accordingly, in case, the defendant no. 7 has any claim with regard to his share of 150 sq. yards, out of the 450 sq. yards now in possession of defendant no. 1, the defendant no. 7 is free to seek his remedies, in accordance with law, in order to establish his claim to the aforesaid extent.

18. Settlement Agreement dated 24<sup>th</sup> September, 2025, is before this Court, as received from the Delhi High Court Mediation and Conciliation Centre. The said Settlement Agreement is between Shri Manish Aggarwal, Smt. Pooja Aggarwal, Smt. Kamlesh Aggarwal, i.e., original plaintiffs, on the one hand and Shri Ram Narayan Pandey, i.e., defendant no. 1 and Shri Pawan Kumar, Shri Naresh Kumar, Smt. Shakti, Shri Nishant and Shri Neeraj Vats, i.e., defendant nos. 2 to 6/their legal heirs, on the other hand.

19. The terms of the Settlement Agreement, dated 24<sup>th</sup> September, 2025, read as under:

“xxx xxx xxx

1. That the Parties [Manish Aggarwal & Others and Ram Narayan Pandey & parties claiming through him] in order to keep all the disputes between them to rest, the Second Party [Ram Narayan Pandey & parties claiming through him] has agreed to handover the actual physical vacant possession of 170 square yards in the said property, hitherto in the actual physical possession of the Second Party namely Sh. Ram Narayan Pandey to the First Party, whereby the First Party would become owner and in possession of entire 450 square yards being the portion of Late Ratan Chand Gupta .



2. That the First Party has agreed to sell and the Second Party namely Sh. Ram Narayan Pandey has agreed to buy (300 Square Yards) the 66% share of Legal Heirs of Shri Nanak Chand i.e. from Shri Prem Chand And Shri Satish Chand, for a total consideration of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lacs only), which has already been purchased by the First Party from the Third Party, however, the Second Party namely Sh. Ram Narayan Pandey is in actual physical possession with all rights, interests, liens and titles in the said property. The Parties agree that the sale/purchase for the 300 Square Yards shall be completed within a period of six months from signing of the present Settlement Agreement.

3. That the portion marked A shown in Red Colour in site plan measuring about 450 sq. yds. shall be owned and possessed by the Party of the First Part and the Second Party [Ram Narayan Pandey & parties claiming through him] shall have no right, claim or interest whatsoever over the said portion.

4. That in respect of portion marked B shown in Blue Colour in site plan measuring about 450 sq. yds being already in possession Second Party [Ram Narayan Pandey & parties claiming through him] hereby will get all rights, claims and interests from the First Party who shall also sign all the papers, documents required for mutation of property purchased by him from the legal heirs of Pandit Nanak Chand in the municipal records.

5. That in respect of portion marked B shown in Blue Colour First Party shall not claim any right, title or interest and nor shall dispute any ownership of the Second Party namely Sh. Ram Narayan Pandey on the Portion B marked in Blue Colour. Similarly, the Second Party and Third Party shall not claim any right, title or interest and nor shall dispute any ownership of the First Party in the Portion A marked in Red Colour of the site Plan.

6. That the respective owner(s) of portions marked A & B shall pay his / their respective electricity, water and other bills and taxes.

7. That each of the parties to this settlement shall have a right to sell, transfer, relinquish, alienate or otherwise dispose off / transfer his respective share in the khewat No. 130 Khata No. 368 Khara No. 1614/1195 measuring 18 Biswas achha (approx. 900 sq yards) without any interference, consent or concurrence of other parties to this settlement.

*M. K. Singh  
Ram Narayan  
Prem Pandey* *Om Prakash  
Shah* *Q.W.C. 12*



8. The First Party agrees that they shall pray before Hon'ble Court for withdrawal of the present suit bearing no. CS(OS) 278/2018 in terms of the present Settlement Agreement.
9. The First Party shall pray before Hon'ble Court for refund of the Court Fees under Section 16 of the Court Fees Act in terms of the present Settlement Agreement. The Second Party and Third Party shall have No-Objection to the same.
10. That the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the Settlement Agreement in the presence of the Mediator.
11. That the parties hereto state that they have no further claims, demands against each other as all the disputes and differences between the parties have been amicably settled hereto.
12. The Settlement Agreement has been read over and explained to the parties in their **vernacular** by the mediator and the parties have agreed and understood the same.
13. That the Parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement and not to dispute the same hereinafter in future. *..... w D. 2026 11/2*
14. That the Parties undertake to present themselves before the Hon'ble Court during the court hearing confirming the terms of the present Settlement Agreement.

20. This Court notes the submission of learned counsel appearing for the

original plaintiffs that in view of the aforesaid Settlement Agreement, the plaintiffs do not wish to continue with the suit, any further, and thus, wish to withdraw the present suit.

21. This Court also notes the submission made on behalf of defendant no. 7 that since by way of the present suit, the original plaintiffs had also prayed for partition of the joint family property, therefore, till the joint family property is partitioned by metes and bounds, such Settlement Agreement could not have been entered into. Furthermore, the right of defendant no. 7



is still to be adjudicated.

22. On the other hand, it is the stand of defendant no. 1, who is present in Court, that defendant no. 1 and his family, have been in possession of the suit property since the last 70 years.

23. Accordingly, it is clear that defendant no. 7 would have to establish his rights against defendant no. 1, and therefore, defendant no. 7 cannot seek any partition, till he establishes his right, title and interest over the land, which is under possession of defendant no. 1.

24. Needless to state that before a party claims partition over any property, the said party has to establish its right, title and interest over the said property. In the present case, the right, title and interest of defendant no. 7 over the suit land, is yet to be adjudicated.

25. Accordingly, this Court finds no impediment in accepting the Settlement Agreement dated 24<sup>th</sup> September, 2025 having been entered between the plaintiffs and the defendant nos. 1 to 6/their LRs.

26. This Court notes the statement made on behalf of the parties to the Settlement Agreement that the said settlement has been made amicably and out of their own free will.

27. Thus, Settlement Agreement has been agreed to without any fear or coercion and the parties appear to have entered into the Settlement Agreement on their own volition.

28. Accordingly, this Court is satisfied that the settlement as arrived at between the parties, follows the due procedure and meets the essentials specified in Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (“CPC”). The parties are held bound by the Settlement Agreement dated 24<sup>th</sup> September, 2025.



29. In view of the aforesaid discussion, the plaintiffs are allowed to withdraw the present suit, in terms of the Settlement Agreement, as noted hereinabove.
30. As regards defendant no. 7, the defendant no. 7 is granted liberty to seek his remedies, in accordance with law, to establish his right over the suit land and seek partition, if so advised.
31. With the aforesaid directions, the present suit, is dismissed, as withdrawn. The pending applications are also disposed of.

**MINI PUSHKARNA, J**

**JANUARY 21, 2026/SK**