



2025:DHC:6540



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
% *Date of Decision: 05<sup>th</sup> August, 2025*

+ CM(M) 1405/2025 & CM APPL. 46387-46388/2025

JAGDISH CHANDER & ORS.

.....Petitioners

Through: Mr. Amit Grover & Mr. Parth Mudgal,  
Advs.

versus

SATYAM KUMAR SHARMA

.....Respondent

Through: Mr. Atul Sharma, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE MANOJ JAIN**

**J U D G M E N T** (oral)

1. Petitioners herein are Judgment Debtors (JDs) (LRs of JD No. 1 and JD No. 3 himself) before the learned Executing Court.
2. Let me narrate the factual matrix, in brief.
3. One Smt. Vandana got married to Sh. Rajesh Sharma.
4. A baby boy was born from such wedlock on 08.02.2000.
5. There was some matrimonial discord between Smt. Vandana and her husband Sh. Rajesh Sharma, which led to filing of several cases.
6. Smt. Vandana filed a petition under Section 12 of *Protection of Women from Domestic Violence Act, 2005*. On the basis of her complaint, one FIR was also registered against her husband and in-laws with P.S. Shalimar Bagh for commission of offences under Sections 406/498A/34 IPC. There is also a cross-FIR against her.
7. Smt. Vandana also filed a Suit for permanent and mandatory



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injunction. It was filed by her on behalf of her minor son.

8. Sh. Rajesh Kumar, unfortunately, died in the year 2008. He had four siblings i.e. Sh. Babu Ram Sharma (since deceased) (JD No. 1), Sh. Dharmender Sharma (JD No. 2), Sh. Jagdish Sharma (JD No. 3) and Sh. Hari Prakash (JD No. 4).

9. The matters were referred to mediation and a comprehensive settlement took place between the parties on 24.01.2012.

10. As per settlement recorded before Mediation Centre, Rohini on 24.01.2012, two such brothers i.e. Sh. Babu Ram Sharma and Sh. Jagdish Sharma appeared before the learned Mediator and apprised that they had been duly instructed and authorized by the other two brothers to enter into negotiation and, accordingly, settlement took place.

11. One such brother i.e. Sh. Babu Ram Sharma also expired on 11.12.2012.

12. Though, the mediation settlement records that Sh. Babu Ram Sharma and Sh. Jagdish Sharma had been authorized by their two other brothers to enter into settlement, fact remains that before the learned Mediator, these two brothers never appeared, either personally or through their counsel.

13. Mediation settlement is also not countersigned by them.

14. When the settlement terms were placed before learned Trial Court, it was, though, taken on record and the parties were, though, directed to remain bound by the terms of settlement, fact remains that the learned Trial Court also did not insist for presence of the other two such brothers, who were not signatories to the mediation settlement.

15. Decree, in terms of such settlement, was passed on 01.12.2012.

16. Substantial payment in terms of mediation settlement has already been



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made and the surviving dispute is only with respect to *Clause 4*, as per which, all the defendants are to pay a sum of Rs.11,000/- per month to Smt. Vandana so that she is in a position to take care of her minor son. The dispute is only with respect to the abovesaid monthly pay-out to such minor, who has already attained majority.

17. The question is whether the other two brothers, who were never signatories to the abovesaid settlement, are bound by such decree or not.

18. The grievance of petitioners herein, who are legal heirs of deceased Sh. Babu Ram Sharma (JD No.1) and Sh. Jagdish Sharma (JD No.3) is to the effect that they are responsible for their respective shares only and the equal contribution, in terms of the abovesaid settlement, should also come from the other two brothers.

19. Fact, however, remains that they themselves are to be blamed for the situation which they are in.

20. They took the entire onus on to them and without any written authorization claimed before the learned Mediator that they were authorized to settle the matter on behalf of all the defendants.

21. In such a peculiar situation, when the two other brothers were neither signatories to the mediation settlement nor appeared before the learned Trial Court after the mediation settlement, the decree in question cannot bind them.

22. Therefore, in terms of settlement and decree, they cannot run away from the same. The decree is joint and several in nature and binds them and, therefore, they are under obligation to make payment with respect to the dues in question.

23. This Court has gone through the order dated 16.05.2025 passed by learned Executing Court whereby it recorded that such settlement was not



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binding upon JD No. 2 and JD No.4, as they never gave any undertaking and never appeared either before the Mediation Centre or before the learned Trial Court after the abovesaid settlement.

24. The request in the present petition is to the effect that the order passed by learned Executing Court be declared without jurisdiction and it be declared that the petitioners herein are not liable to pay the amount beyond their shares and the remaining dues be cleared by other two brothers.

25. However, the abovesaid prayer is misplaced and unwarranted.

26. Since, the other two brothers i.e. JD No. 2 and JD No. 4 were never signatories to the mediation settlement and since, the decree is, essentially, based on the settlement based on statements of JD No. 1 and JD No. 3, there is no illegality or perversity in the impugned order.

27. Resultantly, the present petition is dismissed.

28. Pending applications also stand disposed of in aforesaid terms.

**(MANOJ JAIN)**  
**JUDGE**

**AUGUST 5, 2025/ck/js**