



2026:DHC:4470-DB



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

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*Order reserved on: 15.05.2026*

*Order pronounced on: 22.05.2026*

*Order uploaded on: 22.05.2026*

+ RFA(OS) 11/2018, CM APPL. 15548/2026, CM APPL. 15549/2026 & CM APPL. 15550/2026

GOVINDER SINGH .....Appellant

Through: Mr. Rajeeve Bhalla, Sr. Adv.  
with Mr. Gaurav Gupta, Mr.  
Thakur Ankit Singh, Mr. Rupal  
Gupta and Mr. Yash, Advs.

versus

TEJINDER SINGH & ORS. ....Respondents

Through: Mr. Giriraj Subramaniam, Mr.  
Jagdeep Singh Lamba, Mr.  
Simarpal Singh Sawhney and  
Mr. Prayuj Sharma, Advs. for  
R-1.

**CORAM:**

**HON'BLE MR. JUSTICE ANIL KSHETARPAL**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

### **ORDER**

**ANIL KSHETARPAL, J.:**

**REV.PET. 106/2026 and CM APPL. 15548/2026[For stay]**

1. The present Review Petition has been filed by the Review Applicant/Appellant, namely, Mr. Govinder Singh, seeking review of the judgment dated 19.12.2025 passed by this Court in RFA(OS) 11/2018 [hereinafter referred to as the 'Impugned Judgment'],



whereby the appeal preferred by the Appellant came to be dismissed and the judgment and decree dated 11.01.2018 passed by the learned Single Judge in CS(OS) 973/1994 was affirmed.

2. At the very outset, it may be noted that there is an inadvertent typographical omission in the first sentence of paragraph No.21 of the Impugned Judgment. Consequently, in exercise of powers of correction, the said sentence shall stand corrected and shall be read as under:

*“It is well settled that the prohibition under Order XXIII Rule 3A of the CPC is applicable only between the parties to the original suit (parties to the compromise) and no suit shall lie on the ground that the compromise/agreement on which the decree is based was not lawful.”*

3. Learned senior counsel appearing on behalf of the Review Applicant has principally sought review of the Impugned Judgment on the following grounds:

- i. that this Court, while dismissing the appeal, has effectively affirmed the consent decree dated 25.11.1993 obtained by the Appellant in CS(OS) 3403/1991;
- ii. that the dismissal of I.A. No.6903/1996 filed by Sardarni Raminder Kaur and the subsequent affirmance thereof in appeal operated as a complete bar against the maintainability of CS(OS) 973/1994;
- iii. that this Court failed to consider the Protocol-cum-Agreement dated 23.10.1987 in its correct perspective;
- iv. that the payment of Rs.4,00,000/- by Respondent No.1 to



the Appellant constituted a condition precedent to the enforceability of the arrangement dated 23.10.1987.

4. Since extensive submissions have been advanced seeking reconsideration of the factual and legal background of the dispute, it becomes necessary to briefly recapitulate the essential facts.

5. Late Sardar Swaroop Singh was originally associated with the allotment of leasehold rights in respect of property bearing No.3, Sardar Patel Marg, New Delhi [hereinafter referred to as the 'Suit Property']. Subsequently, it stood acknowledged and recognised that Sardarni Raminder Kaur, wife of late Sardar Swaroop Singh, shall be the exclusive lessee/owner of the Suit Property. Sardar Swaroop Singh and Sardarni Raminder Kaur had four children, namely, Sardar Satinder Singh, Sardar Tejinder Singh, Sardar Govinder Singh and Ms. Hemant.

6. It is not in dispute that Sardarni Raminder Kaur executed a registered Gift Deed dated 31.03.1971 in favour of her youngest son, namely, Sardar Govinder Singh, whereby 1/4<sup>th</sup> undivided share in the Suit Property stood transferred in his favour. As a consequence thereof, Sardarni Raminder Kaur retained 3/4<sup>th</sup> share in the Suit Property, which is 75% ownership, whereas the Appellant became owner of the remaining 1/4<sup>th</sup> share, which is 25% ownership.

7. Thereafter, on 23.10.1987, a Protocol-cum-Agreement came to be executed amongst the family members. The aforesaid document assumes considerable significance and formed the foundational basis of the litigation between the parties. A careful reading of the Protocol



2026:DHC:4470-DB



dated 23.10.1987 reveals that all four (04) children collectively recognised and declared their intention and objective that the Suit Property be equally divided amongst them so that each child would ultimately hold 1/4<sup>th</sup> share therein.

8. The Protocol further recognised that the Appellant, namely, Sardar Govinder Singh, had already become owner of 1/4<sup>th</sup> share in the Suit Property by virtue of the registered Gift Deed dated 31.03.1971 executed in his favour by Sardarni Raminder Kaur. It was therefore contemplated that the remaining 3/4<sup>th</sup> share held by Sardarni Raminder Kaur would stand divided equally amongst the remaining three children, namely, Sardar Satinder Singh, Sardar Tejinder Singh and Ms. Hemant.

9. The Protocol dated 23.10.1987 also recorded that Sardar Tejinder Singh would pay a sum of Rs.4,00,000/- to the Appellant. However, from the language employed in the document, it is evident that the aforesaid stipulation regarding payment of Rs.4,00,000/- pertained to settlement of matters relating to the Hindu Undivided Family and was not incorporated as a condition precedent for the enforceability or validity of the family arrangement regarding division of the Suit Property.

10. Significantly, the Protocol dated 23.10.1987 bears the signatures of the Appellant himself. Thus, the Appellant was not merely aware of the arrangement but was an active signatory thereto.

11. Subsequently, on 15.09.1988, a Memorandum of Family Settlement came to be executed. Although the Appellant did not sign



2026:DHC:4470-DB



the said document, Sardarni Raminder Kaur was admittedly a signatory thereto. The said Memorandum expressly acknowledged the earlier Protocol dated 23.10.1987 and reiterated the arrangement that each of the four (04) children would hold 1/4<sup>th</sup> share in the Suit Property. The document further recognised that the Appellant already held 1/4<sup>th</sup> share by virtue of the earlier Gift Deed and that the remaining 3/4<sup>th</sup> share belonging to Sardarni Raminder Kaur would devolve equally upon Sardar Satinder Singh, Sardar Tejinder Singh and Ms. Hemant.

12. The cumulative effect of the Protocol dated 23.10.1987 and the Memorandum of Family Settlement dated 15.09.1988 was that the family members collectively accepted and acknowledged equal division of the Suit Property amongst all four children.

13. Thereafter, a Memorandum of Oral Family Settlement dated 10.03.1989 is stated to have been executed between Sardarni Raminder Kaur and the Appellant, whereby the Suit Property was sought to be divided equally between them. Admittedly, Sardar Satinder Singh, Sardar Tejinder Singh and Ms. Hemant were not parties or signatories to the said arrangement. On the basis of the aforesaid arrangement, the Appellant instituted proceedings which ultimately culminated in a consent decree dated 25.11.1993 passed in CS(OS) 3403/1991.

14. It is not disputed that the present Respondents, namely, Sardar Satinder Singh, Sardar Tejinder Singh and Ms. Hemant, were not impleaded as parties in the aforesaid proceedings which culminated in



2026:DHC:4470-DB



the consent decree.

15. Subsequently, the Respondents instituted CS(OS) 973/1994 seeking declaration to the effect that they were owners to the extent of 1/4<sup>th</sup> share each in the Suit Property i.e., 25% share each. The said suit came to be decreed by the learned Single Judge *vide* judgment dated 11.01.2018. The appeal preferred by the present Appellant against the aforesaid judgment stood dismissed by this Court *vide* the Impugned Judgment dated 19.12.2025.

16. The first submission advanced by learned senior counsel appearing on behalf of the Review Applicant is that this Court, while dismissing the appeal, has effectively affirmed the consent decree dated 25.11.1993.

17. Upon careful examination of the Impugned Judgment, the aforesaid submission is found to be misconceived. Paragraph Nos.21, 22 and 23 of the Impugned Judgment merely examine the issue regarding maintainability of a separate suit instituted by parties who were admittedly not parties to the compromise decree dated 25.11.1993.

18. In Paragraph No.21, this Court had specifically examined the applicability of Order XXIII Rule 3A CPC and concluded that the statutory bar contained therein would operate only against parties to the compromise decree and not against persons who were not parties to the compromise and who claimed independent rights in the property. Paragraph No.22 of the Impugned Judgment merely analyses the legal nature and effect of a compromise decree founded



2026:DHC:4470-DB



upon an agreement between parties to the suit. This Court observed that since the present Respondents were not parties to the compromise decree, they could not be non-suited solely on the basis thereof. Similarly, paragraph No.23 of the Impugned Judgment specifically considered the legal effect of the Protocol dated 23.10.1987 and the Memorandum of Family Settlement dated 15.09.1988.

19. Thus, the submission that this Court affirmed the consent decree dated 25.11.1993 in favour of the Appellant is factually incorrect and proceeds upon a complete misreading of the Impugned Judgment.

20. The second submission advanced by learned senior counsel for the Review Applicant relates to I.A. No.6903/1996 filed by Sardarni Raminder Kaur.

21. The record reveals that Sardarni Raminder Kaur had sought recall/challenge to the compromise arrangement while alleging that the Appellant had taken advantage of her helpless condition and procured execution of the Memorandum of Oral Family Settlement dated 10.03.1989, which ultimately culminated in the consent decree. The dismissal of the aforesaid application cannot, however, operate as a bar against the present Respondents for the simple reason that the Respondents herein were not parties to the proceedings arising from I.A. No.6903/1996. The rights asserted by the Respondents in CS(OS) 973/1994 were founded upon the Protocol dated 23.10.1987 and the Memorandum of Family Settlement dated 15.09.1988. The adjudication of the application filed by Sardarni Raminder Kaur could



2026:DHC:4470-DB



not therefore extinguish or defeat the independent rights asserted by the Respondents.

22. Consequently, the dismissal of I.A. No.6903/1996, and the subsequent affirmance thereof in appeal, neither rendered CS(OS) 973/1994 non-maintainable nor bound the Plaintiffs/Respondents.

23. The third submission advanced by learned senior counsel for the Review Applicant is that this Court failed to consider the Protocol dated 23.10.1987.

24. The aforesaid submission is ex facie contrary to the record. Paragraph No.18 of the Impugned Judgment reproduces the Protocol dated 23.10.1987 in extenso. Thereafter, paragraph Nos.23 to 25 specifically analyse the legal effect and nature of the said Protocol as well as the Memorandum of Family Settlement dated 15.09.1988. In fact, the Impugned Judgment proceeds substantially on the basis of the aforesaid two documents and recognises that the family members had consciously arrived at a settlement whereby the Suit Property was to be divided equally amongst the four children.

25. A collective and harmonious reading of the Protocol dated 23.10.1987 and the Memorandum of Family Settlement dated 15.09.1988 unmistakably demonstrates that the parties had agreed that all four children of late Sardar Swaroop Singh and Sardarni Raminder Kaur would ultimately hold equal shares in the Suit Property. The Impugned Judgment merely gives effect to and honours the aforesaid family arrangement.



2026:DHC:4470-DB



26. The final submission advanced by learned senior counsel for the Review Applicant pertains to the alleged failure of Sardar Tejinder Singh to pay Rs.4,00,000/- to the Appellant.

27. Firstly, this contention was neither substantially urged nor pressed during the course of hearing of the appeal and therefore does not warrant reconsideration in review jurisdiction. Secondly, and more importantly, the stipulation regarding payment of Rs.4,00,000/- cannot be construed as a condition precedent for the enforceability of the Protocol dated 23.10.1987.

28. The Protocol, when read as a whole, clearly indicates that the payment clause pertained to settlement of matters relating to the Hindu Undivided Family accounts and stood independent of the broader family arrangement concerning equal division of the Suit Property. The intention of the parties, as emerging from the Protocol itself, was to ensure equal division of the Suit Property amongst all four children. The enforceability of the said arrangement was not made contingent upon prior payment of Rs.4,00,000/-.

29. In review jurisdiction, this Court cannot sit in appeal over its earlier judgment and undertake a fresh re-appreciation of the entire factual matrix merely because another interpretation of the documents is sought to be canvassed. The submissions advanced on behalf of the Review Applicant essentially seek rehearing of the appeal on merits. No error apparent on the face of the record has been demonstrated warranting exercise of review jurisdiction.

30. Consequently, finding no merit in the present Review Petition,



2026:DHC:4470-DB



the same is dismissed. Pending applications shall also stand disposed of.

**ANIL KSHETARPAL, J.**

**HARISH VAIDYANATHAN SHANKAR, J.**

**MAY 21, 2026**

*s.godara/pal*