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

% *Date of Decision : 17.04.2026*

+ RFA(COMM) 125/2026

SANTOSH KUMARI .....APPELLANT

Through: Mr. Kaushal Jeet Kait and Mr.  
Parimal Bhatia, Adv.

versus

SHASHI BALA .....RESPONDENT

Through: Mr. P.K. Malik, Mr. Rohan Malik and  
Mr. Siddharth Malik, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE DINESH MEHTA**

**HON'BLE MR. JUSTICE VINOD KUMAR**

**JUDGMENT**

**DINESH MEHTA, J. (Oral)**

1. On Court's intervention and with active assistance of learned counsel for the appellant and the respondent, the parties have entered into an amicable settlement. A duly signed Memorandum of settlement dated 17.04.2026 has been placed, the same is taken on record.

2. The Memorandum of settlement reads as under:

*"1. That the terms "FIRST PARTY" and "SECOND PARTY" shall also include their legal heirs, assignees, and attorneys.*

*2. That both the First and Second parties have decided to amicably settle the dispute and have agreed to the terms and conditions mentioned hereinafter*

*i. That on 17/09/2015, it was amicably settled between the parties that First Party shall sale her undivided 50% share in the built-up*



- structure and the land underneath in property bearing no. C-234, located in Village Bhurola, Majlis Park, Adarsh Nagar, Delhi (hereinafter called "**Said Property**") to the Second Party against a consideration of sum Rs. 95,00,000/- (Rupees Ninety-Five Lakhs Only).*
- ii. *That the Second Party was liable to pay a total sum of Rs. 95,00,000/- as consideration amount against the "**Said Property**" to the First Party in terms of the settlement dated 17/09/2015.*
- iii. *That both parties have reached to an amicable settlement before this Hon'ble Court in the captioned matter (RFA (Comm.) 125/2026), wherein Second Party has agreed to accept a sum of Rs. 35,00,000/- as full and final settlement against the satisfaction of the decree amount of Rs. 1,16,90,964/- (Rupees One Crore, Sixteen Lakh, Ninety Thousand, Nine Hundred and Sixty Four) in CS no. 394/2014 (old), CS (Comm.) 58613/2016, which amount stands adjusted as part payment against the total due of Rs. 95,00,000/-. The remaining amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) is to be paid by the Second Party to the First Party on 31/07/2026 before the executing court by way of demand drafts/bankers cheque/or electronic mode, upon receipt of which the appellant shall hand over the peaceful vacant possession forthwith of the "**Said Property**" to the Second Party.*
- iv. *That the First Party undertakes that upon receipt of the remaining amount of Rs. 60,00,000/- from the Second Party on 31/07/2026 before the executing court, shall deliver the peaceful vacant possession of the "**Said Property**" to the Second Party forthwith, in compliance with the terms settled vide order dated 17/09/2015, and shall execute and acknowledge the sale deed of the*



*property bearing no. C-234, situated in Gali no. 8, Majlis Park, Adarsh Nagar, Delhi, having built-up structure comprising of ground, first and second floor, registered vide registration no. 2025/15/1/18029 in book no. 1, vol no. 16408 on pages 149 to 170 dated 06/11/2025 with Sub-Registrar-VI-A, Pitampura, Delhi.*

- v. *That the First Party undertakes that in furtherance of this Memorandum of Settlement, no third-party interest shall be created in the said property till the execution of this settlement.*
- vi. *That if either party fails to appear before the executing court on 31/07/2026 or if the Second Party fails to pay the remaining amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) before the executing court on the said date, then the defaulting party shall be liable for contempt proceedings before this Hon'ble Court. That after the aforesaid payment on 31.07.2026 before the executing court, the status of First Party or any other person in the said property shall be treated as a criminal trespasser who shall further be liable for criminal prosecution.*
- vii. *That both parties undertake to withdraw all pending cases before different forums qua the suit property (C-234, situated in Gali no. 8, Majlis Park, Adarsh Nagar, Delhi) and that all the proceedings shall stand infructuous after the execution of this Memorandum of Settlement.*
- viii. *That both the Parties undertakes to comply with the above-said terms and conditions, and that this undertaking is given in lieu of the settlement arrived at before this Hon'ble Court.”*

3. The present appeal stands disposed of in terms of the settlement dated 17.04.2026 that has taken place between the parties.
4. A decree be prepared in such terms.



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5. Since the parties have resolved the dispute by way of a settlement, the Court fee which the appellant had paid, is ordered to be refunded in terms of the Court Fees (Delhi Amendment) Act, 2026 that has been brought by way of notification dated 06.03.2026, whereby Section 16 of the Court-Fees Act, 1870 (*hereinafter referred to as 'the Act of 1870'*) has been amended.

6. After the present order was passed, learned counsel for the parties informed that some more cases involving *inter-se* disputes between both the parties are pending in various Courts. If the parties are provided a platform to negotiate and settle the terms, there is a strong possibility that all the litigation between the parties, who are related with each other will be settled.

7. We, therefore, request learned counsel for the appellant to move an application before the Delhi High Court Mediation and Conciliation Centre, giving out particulars of all the litigations and other relevant documents/material.

8. On request being made, the Delhi High Court Mediation and Conciliation Centre shall appoint a trained mediator so as to explore the possibility of settlement between the parties.

9. The appeal stands disposed of with all pending applications.

10. Next date of hearing i.e. 21.07.2026 stands cancelled.

11. The Registry to provide copy of the Memorandum dated 17.04.2026 while providing certified copy of the order instant.

**DINESH MEHTA, J**

**VINOD KUMAR, J**

**APRIL 17, 2026/ss**