



2026:DHC:8650-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of decision: 01.10.2026**# **CNR No. DLHC010096282021**+ **RFA(OS) 9/2021, CM APPLs. 6114/2021 & 6118/2021****SATISH DUGGAL THROUGH LRS**AppellantsThrough: **Mr. Varyam Pandey and Mr. R.K. Sachdeva, Advs. (through VC)**

versus

CHANCHAL CHOPRA THROUGH LRS AND ORSRespondentsThrough: **Ms. Chand Chopra and Mr. Shivam Bansal, Advs. for respondent no. 1.
Mr. Punishk Handa and Mr. Thankam Krishnan, Advs. for respondent no.3.****CORAM:****HON'BLE MR. JUSTICE VIVEK CHAUDHARY****HON'BLE MS. JUSTICE NISHA SAHAY SAXENA****J U D G M E N T (Oral)****CM APPL. 63504/2026** (under Order XXIII Rule 3 read with Section 151 CPC)

1. The present joint application has been filed on behalf of all the parties under **Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC")** for recording the compromise arrived at between them and for passing a decree in terms thereof. Since the application, if allowed, would finally dispose of the appeal, the same is taken up along with



the appeal.

Brief Facts:

2. The present appeal assails the judgment and decree dated 20.03.2020 passed by the learned Single Judge in CS(OS) 122/2017, titled *Chanchal Chopra v. Subhash Duggal & Ors.*, whereby the application of the plaintiff under Order XII Rule 6 CPC was allowed, the suit for partition was decreed holding the plaintiff entitled to 1/4th share, and the counter-claim of defendant No.3 was also decreed holding her entitled to 1/4th share in property bearing No. E-79, Anand Niketan, New Delhi, measuring 197.50 sq. yds. (“**suit property**”), with the remaining shares devolving on the other defendants as per intestate succession.

3. The suit property originally belonged to late Sh. Ram Chand Duggal, the father of the parties. After his demise, disputes arose amongst his children in respect of the suit property on account of two rival Wills of late Sh. Ram Chand Duggal, the brothers relying upon an earlier Will of the year 1979 and the plaintiff relying upon the registered Will dated 29.06.1998 in favour of their mother, late Smt. Agyawati Duggal. During the pendency of the suit, the plaintiff, Smt. Chanchal Chopra, expired on 01.03.2019 and her legal representatives were brought on record. Defendant No.2, Sh. Satish Duggal, expired on 30.01.2020, i.e., prior to the passing of the impugned judgment. The present appeal has been preferred by his legal representatives, who were brought on record *vide* order dated 18.01.2024, primarily on the grounds that the impugned judgment was rendered against a deceased party and that the controversy regarding the rival Wills could not have been decided without trial.



Reference to Mediation:

4. With the consent of the parties, the matter was referred to the Delhi High Court Mediation and Conciliation Centre *vide* order dated 05.10.2023, the relevant portion whereof reads as under:

- “1. With consent of the parties, the matter is referred to the Delhi High Court Mediation and Conciliation Centre (for short ‘Centre’).*
- 2. The Centre is directed to appoint a senior Mediator.*
- 3. Parties are directed to appear before the Mediator on 16th October, 2023.*
- 4. To await the report of the Mediator, list on 17th January, 2024.”*

5. Pursuant thereto, Mr. Rakesh Munjal, learned Senior Advocate, was appointed as the Mediator. In his reports dated 12.01.2024 and 10.05.2024, the learned Mediator recorded that the parties were open to settlement and that a negotiated settlement was possible if some more time was granted. On 30.09.2024, the parties informed this Court that they had not been able to arrive at an amicable settlement before the Mediation Centre; however, on 23.01.2025 and thereafter, it was jointly submitted that the parties were endeavouring to settle the matter on their own. The said efforts culminated in an oral settlement dated 25.01.2026, which has been reduced into writing in the form of a Memorandum of Family Settlement dated 10.09.2026 (“MOFS”), along with an Agreement to Sell dated 10.09.2026 executed by all the parties in favour of M/s Sanmati Infra Project Pvt. Ltd. and the Construction Agreements dated 10.09.2026 executed by the appellants and respondent Nos.1A to 1C with M/s Jaju Developers Pvt. Ltd., all of which have been placed on record along with the present application.

6. The relevant operative portion of the MOFS dated 10.09.2026 reads as under:



“NOW THIS MEMORANDUM OF SETTLEMENT WITNESSETH AS UNDER:

1. That in pursuance of the aforesaid oral settlement dated 25th January, 2026, the Parties have settled all their inter se disputes and differences and have entered into the present settlement voluntarily, of their own free will and taking independent legal advice.

2. That without prejudice to the rights & contentions, the Parties admit and acknowledge that all Parties to this settlement are the joint owners in possession of 1/4th share each in the SAID PLOT OF LAND and the SAID PROPERTY. ...

3. That in pursuance to the settlement, all the Parties hereto have jointly entered into an agreement to sell dated 10.09.2026 (“ATS”) with the Buyer and have jointly agreed to sell, convey, transfer and assign all their rights, title & interest and possession in the following portions/share of the Said Property bearing No. E-79, measuring 197.50 Sq. Yds., situated at Anand Niketan, New Delhi:

A. the Entire Ground Floor of the existing building standing upon THE SAID PLOT OF LAND, together with all fixtures, fittings and all existing water, electricity and sanitary connections installed therein and with full vacant physical possession thereof (with right to dig, construct and own Basement);

B. the Entire Terrace/Roof above/upon the Entire Second Floor, being the present top terrace of the existing building (with right to construct & own entire Third Floor with entire Terrace), standing upon THE SAID PLOT OF LAND, along with all rights of use, enjoyment and access thereto and all fixtures, fittings and installations presently situated thereon; and along with 55% undivided & indivisible rights/share in the plot of land underneath the building measuring 197.50 square yards;

C. ... (ii) ... for a total consideration of Rs.8,34,00,000/- (Rupees Eight Crore Thirty Four Lakh only), payable to the Parties hereto as under: a. Rs.3,75,00,000/- (Rupees Three Crore Seventy Five Lakh only) to the THIRD PARTY. b. Rs.3,75,00,000/- (Rupees Three Crore Seventy Five Lakh only) to the FOURTH PARTY. c. Rs.42,00,000/- (Rupees Forty Two Lakh only) to the FIRST PARTY, and d. Rs.42,00,000/- (Rupees Forty Two Lakh only) to the SECOND PARTY.

(iv) The respective undivided shares of the Parties agreed to be sold, transferred and conveyed in the said portions of the said property in favour of the Buyer will be as under: a. FIRST PARTY – 2.5% undivided share out of their 25% share; b. SECOND PARTY – 2.5% undivided share out of their 25% share; c. THIRD PARTY – 25% undivided share; d. FOURTH PARTY – 25% undivided share.



D. The Parties undertake to execute sale deeds in favour of the Buyer or its nominee in respect of the SAID PORTIONS OF THE SAID PROPERTY as per the terms recorded in the ATS; the Buyer will pay/perform the entire settled consideration to the Parties as mentioned above within the period as more clearly set out and stipulated in the ATS, executed by & between all the four Parties and the Buyer. The actual complete vacant physical possession of THE SAID PORTIONS OF THE SAID PROPERTY will be handed over by the Parties (to settlement) to the said Buyer simultaneously at the time of receiving the above-mentioned sale consideration amount.

...

5. M/s Jaju Developers Pvt. Ltd. shall reconstruct the said property as per agreed specifications (annexed with Construction Agreement) after demolishing the old existing structure and shall handover the newly constructed First Floor and Second Floor respectively to the FIRST PARTY & SECOND PARTY, as per their share/allocation/entitlement as more clearly described in the Construction Agreements. Further M/s Jaju Developers Pvt. Ltd. will reconstruct the Said Property (including the portions of the FIRST PARTY & SECOND PARTY) at the cost of the buyer M/s Sanmati Infraproject Pvt. Ltd. except the amount of Rs.42,00,000/- (Rupees Forty Two Lakh Only) each being agreed to be paid/contributed by the FIRST PARTY & SECOND PARTY towards the cost of construction for their respective portions.

6. All the Parties admit and declare that after the registration of the Sale Deeds in favour of the Buyer/its nominee, the FIRST PARTY & SECOND PARTY will be the exclusive and absolute owners of the entire First Floor and entire Second Floor respectively of the reconstructed subject property with 22.5% each in the stilt parking area and 22.5% undivided & indivisible share/rights each in the plot underneath the building measuring 197.50 square yards, together with rights to use/avail all common areas, lift, facilities and amenities, while the THIRD PARTY and FOURTH PARTY after having received their aforesaid share value of the Property from the Buyer shall not have any right title or interest or possession in the SAID PLOT OF LAND OR THE SAID PROPERTY. ...

7. That it is obligatory on the Parties to perform the ATS and the Construction Agreements. It is expressly agreed and declared that this settlement is subject to the simultaneous execution and performance of the ATS and the Construction Agreements executed between the respective Parties hereto and the same shall remain valid, binding and enforceable.

8. That as per the combined understanding and settlement, the



main terms & conditions of the mutual settlement are as under:

8.1 The First Party shall continue to retain the existing First Floor of the said property with 22.5% undivided & indivisible share/rights in the SAID PLOT OF LAND. The First Party shall be entitled to own, possess and occupy the entire First Floor in the reconstructed building to be delivered by M/s Jaju Developers Pvt. Ltd. in accordance with the Construction Agreement, subject to completion in accordance with specifications attached with Construction Agreement.

8.2 It is made clear that since the Third Party is presently in possession of the existing Second Floor, it is specifically agreed that the Third Party shall remain in possession thereof until receipt of the entire balance sale consideration payable to him in terms of the ATS. Upon receipt of the entire balance sale consideration, the Third Party shall simultaneously with the receipt of the entire balance sale consideration hand over vacant and peaceful possession of the existing Second Floor, along with the keys thereof, to M/s Sanmati InfraprojectPvt. Ltd. (Buyer) against a written acknowledgment of receipt. ...

8.3 Upon completion of reconstruction, the Second Party shall be entitled to occupy and own the reconstructed Second Floor in accordance with the terms of the Construction Agreement and this settlement. ...

...

8.5 The FIRST PARTY & SECOND PARTY shall each pay a total amount of Rs.42,00,000/- (Rupees Forty-Two Lakh only) to M/s Jaju Developers Pvt. Ltd. towards their respective total cost of construction. However, besides the aforesaid portion/share, the FIRST PARTY & SECOND PARTY shall receive Rs.42,00,000/- (Rupees Forty-Two Lakh only) each from the said buyer M/s Sanmati InfraprojectPvt. Ltd. towards the sale consideration towards their respective 2.5% undivided share each to be transferred to the Buyer in the property as detailed in the ATS. ...

8.6 The THIRD PARTY & FOURTH PARTY in lieu of their respective 25% share each in the Said Property shall receive monetary consideration from the Buyer as detailed in the ATS. The Buyer has already paid an advance amount (part sale consideration) as detailed in the ATS. The balance sale consideration shall be paid by the Buyer to THIRD PARTY and FOURTH PARTY within stipulated time as mentioned in the ATS at the time of execution and registration of Sale Deed in favour of the Buyer/ its nominee(s), simultaneously with handing over of the possession of the SAID PORTIONS OF THE SAID PROPERTY and the Second Floor.

9. No Party is induced to enter this compromise by fraud,



misrepresentation or undue influence. ... Therefore, the settlement (with Annexures) so arrived at is lawful and binding upon the Parties and their legal heirs/representatives. The Parties declare and admit that they are fully satisfied with the settlement, therefore, all differences and disputes have come to an end absolutely & forever. ...

...

18. This Settlement constitutes a full, final and complete settlement of all disputes, claims, differences and issues of whatsoever nature, whether past, present or future, inter se between the Parties in relation to (i) the estate of Late Ms. Prem Lata, including all movable and immovable properties forming part thereof and all claims, whether admitted or disputed, arising therefrom, and (ii) Property bearing No. E-79, Anand Niketan, New Delhi (the SAID PROPERTY), including all rights, shares, interests and claims of the Parties therein.

19. The Parties hereby irrevocably agree to withdraw, compromise and/or cause to be disposed of by consent all pending proceedings, suits, appeals or applications of any nature whatsoever, and to jointly cooperate in filing appropriate applications wherever required.”

7. *Vide order dated 17.09.2026, the matter was placed before the learned Joint Registrar (Judicial) for verification of the compromise. On 23.09.2026, the parties appeared in person or through video-conferencing before the learned Registrar and were identified by their respective counsels. Their statements were recorded on oath, wherein each of them affirmed that they had settled all disputes involved in the present appeal in terms of the MOFS dated 10.09.2026, that the settlement had been entered into voluntarily without any coercion, undue influence, fraud, misrepresentation, threat or pressure, and undertook to abide by all its terms and conditions. The original signed statement of respondent No.2 has since been filed on 28.09.2026.*

Analysis and Conclusion:

8. In terms of Section 107(2) CPC, this Court while hearing an appeal, exercises the same powers as are conferred on a Court of original



jurisdiction, including the power to record a lawful compromise under Order XXIII Rule 3 CPC. Having perused the MOFS dated 10.09.2026 along with its Annexures, the joint application, the affidavits in support thereof and the statements of the parties recorded on 23.09.2026, this Court is satisfied that the compromise is in writing, has been signed by all the parties, is lawful, and has been entered into voluntarily. The settlement brings to an end a long-standing family dispute between siblings and their legal representatives, and nothing has been brought to the notice of this Court which would render the compromise unlawful or opposed to public policy.

9. Accordingly, the following directions are issued:

- i. CM APPL. 63504/2026 is allowed and the compromise embodied in the Memorandum of Family Settlement dated 10.09.2026, read with the Agreement to Sell dated 10.09.2026 and the Construction Agreements dated 10.09.2026, is taken on record.
- ii. The judgment and decree dated 20.03.2020 passed in CS(OS) 122/2017 is modified, and a decree is passed in terms of the said MOFS read with Annexures A-1 and A-2, which shall form part of the decree.
- iii. The parties shall remain bound by the terms of the settlement and by the statements made by them before the learned Registrar on 23.09.2026.
- iv. It is clarified that M/s Sanmati Infra Project Pvt. Ltd. and M/s Jaju Developers Pvt. Ltd. are not parties to the present proceedings, and the decree shall operate as between the parties to the appeal. The rights and obligations as between the parties and the said entities shall be governed by the respective agreements, and be



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- enforceable in accordance with law.
- v. The parties shall be at liberty to seek refund of the court fees, if any, in accordance with law.
 - vi. The Registry is directed to draw up the decree sheet, accordingly.
10. The appeal, along with the pending applications, stand disposed of in the above terms.

VIVEK CHAUDHARY, J

NISHA SAHAY SAXENA, J

OCTOBER 01, 2026

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