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

+ **CONT.CAS(C) 450/2026 & CM APPL. 17385/2026**

DEEPA BHURE & ORS.

.....Petitioners

Through: Ms. Smita Maan, Advocate
Mob: 9899934315
Email: maanlawoffices@gmail.com

versus

JAI KISHAN & ORS.

.....Respondents

Through: Ms. Saroj Bala, Advocate (through VC)
Mr. Karan Chibber, Advocate for R-1 to 4 (through VC)
Mr. J.K. Tripathi, GP with ASI Neeraj Kumar for R-5
Mob: 9810643077
Email: advocate.jktripathi@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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24.07.2026

1. Learned counsel appearing for the petitioners submits that as per Para K of the Settlement Agreement dated 31st January, 2019 between the parties, the property in *Sangam Vihar area, Village Devli* has fallen to the share of the petitioners.
2. Para K of the Settlement Agreement dated 31st January, 2019, reads as under:

“xxx xxx xxx



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K. It has been agreed and undertaken by the party of the first and second part that they will transfer property admeasuring 1530 sq. yards falling in Khasra Nos. 21/11/1 and 21/20/1 at Sangam Vihar Area, Village Devli, Delhi in favour of party of third party, which is shown in GREEN colour in the site plan annexed herewith as Annexure-A. It is also settled and agreed between the Party of the First and Third Part that passage shown in YELLOW colour which admeasuring 470 sq yards approx. falling in the share of party of third part shall be used as common passage for usage of party of first part only. It is also made clear that if the party of the first part sells/ transfer their share in future then in that case the party of first part shall not have any right, title or interest or claim upon the common passage shown in YELLOW colour in the site plan annexed herewith as **ANNEXURE – A**.

xxx xxx xxx”

3. Learned counsel appearing for the petitioners submits that the petitioners are not allowed to construct boundary wall around the said property, despite the fact that the said property has fallen into their share.

4. In response, learned counsel appearing for the respondents relies upon Para H of the Settlement Agreement, which reads as under:

“xxx xxx xxx

H. That on or before 15.03.2019, the first party i.e. Ms. Deepa Bhure for herself as well as being the mother and natural guardian of Master Aryan and Master Kartik shall transfer/relinquish/ NOC their share in the property i.e. Plot No. 195, Sector 47, Huda Haryana, situated at Gurugram, Haryana in favour of the Party of the Second Part. The Party of First Part further undertakes to cooperate and execute all the required documents for the said transfer/relinquishment of above said property in favour of Party of the Second Part. It has been agreed and settled that additional agricultural land admeasuring 300 sq. yards which is included in the share of the party of the First Part (total share 1900 Sq. Yds.) is given to the party of the First Part in lieu of share of the party of the First Part in Plot No. 195, Sector 47, Huda Gurugram, Haryana. It has also been agreed that all the expenses for transfer of the above said property shall be borne by the party of Second Part only.

xxx xxx xxx”



5. By referring to the aforesaid, learned counsel appearing for the respondents submits that the petitioners are not coming forward to get the property bearing *Plot No. 195, Sector 47, HUDA, Gurugram, Haryana* transferred in favour of the respondents.
6. Responding to the same, learned counsel appearing for the petitioner submits that they have already given their No Objection Certificate (“NOC”) in this regard.
7. However, learned counsel appearing for the respondents submits that personal presence of the petitioners would also be required.
8. At this stage, learned counsel appearing for the petitioners submits that as and when a date is fixed with the authority, the petitioners shall remain physically present.
9. Accordingly, let intimation of the date before the authority be given by learned counsel appearing for the respondents to learned counsel appearing for the petitioners, on the E-mail, which is reflected in today’s order.
10. It is directed that the petitioners shall cooperate with the respondents in getting the property at HUDA, Gurugram, Haryana transferred in favour of the respondents.
11. List for consideration on 25th August, 2026 in the Top Ten Matters in the *Advance List*.

MINI PUSHKARNA, J

JULY 24, 2026

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