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

+ CS(OS) 191/2020, CC 1/2024, I.A. 6086/2020, I.A. 9135/2020, I.A. 9136/2020

SHARAD KUMAR RASTOGI

.....Plaintiff

Through: Mr. Shivam Goel, Mr. Karan Jain,
Ms. Ramya S Goel, Ms. Sanya
Sharma, Ms. Parul Garg, Advs.

versus

KAUSHAL RASTOGI & ORS.

.....Defendants

Through: Mr. Kunal Lakra, Mr. Siddhant Dutt,
Ms. Sakshi Dara, Advs. for D-3

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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04.11.2025

I.A. 23282/2025 (under Order VI Rule 17 Code of Civil Procedure, 1908)

1. Heard learned counsel appearing for the parties.
2. Learned counsel for the plaintiff and defendants no. 1 and 2 submit that the matter has been amicably settled between the said parties in terms of the settlement agreement dated 29.11.2024.
3. Under these circumstances, learned counsel appearing for the plaintiff seeks to amend the plaint and to confine the suit only to the extent of prayers - D, E, F, H, I, J. The said application is supported by learned counsel who appears for defendant no.1 and 2. However, it is opposed by learned counsel appearing for defendant no. 3.
4. The facts of the case would indicate that the original plaintiff-Sharad



Kumar Rastogi was married to Kaushal Rastogi/defendant No.1. Upon his demise, the original plaintiff has been substituted by his legal representative, Karishma Rastogi-his younger daughter, as the plaintiff. Defendant no.1 is his wife and defendant no.2 is a family friend. Defendant no.3, namely, Kanupriya Rastogi, who is contesting the application, is the original plaintiff's elder daughter.

5. Prayer – A of the suit relates to the Daryaganj property which was originally jointly owned by the original plaintiff and defendant no.1. The original plaintiff had transferred his share in the name of defendant no.1 vide registered Gift Deed dated 31.05.2013. It is the said Gift Deed which was sought to be challenged in the instant civil suit in prayer-A. The said prayer is essentially sought to be withdrawn in view of the settlement dated 29.11.2024. Withdrawal of the said prayer, therefore, does not affect the rights of defendant No.3 and therefore, she would have no right to contest the said application.

6. Similarly, prayers – B and E relate to East Patel Nagar Property which was originally owned by the original plaintiff and defendant no.1. The original plaintiff had execute registered Power of Attorney dated 15.06.2010 in favour of defendant no.1. Defendant no.2 and the substituted plaintiff were witnesses to the said Power of Attorney, which is in respect of the share of the original plaintiff. Subsequently, exercising the said power, defendant no.1 had executed registered Sale Deed dated 04.11.2011, in favour of defendant no. 2, on behalf of both, herself and the original plaintiff. Originally, cancellation of the said registered Sale Deed was also sought. Further, it was the case of the plaintiff that Gift Deed dated 17.12.2019 was executed in favour of the defendant no.3 with respect to the



East Patel Nagar property, with respect to which, defendant no. 2 had sought cancellation in Counter Claim No.1/2024.

7. The facts would clearly indicate that the plaintiff seeks to withdraw the said prayer, whereby, the cancellation of the Sale Deed was sought for.

8. Under the aforesaid circumstances, if, on the basis of the Gift Deed dated 17.12.2019, defendant no.3 had any right whatsoever, the said defendant should have either filed a counter claim or should have taken recourse to the appropriate remedy. Since the same has not been done, there is no impediment in allowing the plaintiff to even withdraw the Prayers -B and C.

9. Accordingly, the application stands allowed. The amended plaint is taken on record. The plaintiff, defendant no.1 and defendant no. 2 shall remain bound by the terms and conditions of the settlement agreement dated 29.11.2024.

I.A. 6342/2025 (under Order VIII Rule 10)

10. List this application for 09.12.2025.

PURUSHAINDR KUMAR KAURAV, J

NOVEMBER 4, 2025

Pallavi/MJ