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

+ **CS(OS) 329/2019**

ANKIT GUPTA & ORS

.....Plaintiffs

Through: *Appearance not given*

versus

VINEET JAIN & ORS

.....Defendants

Through: Ms.Smita Maan and Mr. Vishal
Maan, Advs for D-3,5 to 8 &10
Mr. Jasbir Singh Malik, Ms. Prachi
Sohi, Advs. for Defendant No. 11

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **23.03.2026**

I.A. 27199/2025

1. This is an application on behalf of the Plaintiffs and Defendant No.1 under Order XXIII Rule 3 of the CPC for passing a decree in CS(OS) 329/2019 in relation to Defendant No.1 alone.
2. The instant suit has been filed with the following prayers:-

“a. pass a decree of declaration that the Plaintiffs are the absolute owners of the suit property i.e. land Khasra No. 52/11/2bMin. East (O-04) and 20 min East-(I-03) admeasuring I Bigha and 7 Biswas. situated in the Revenue Estate of village Mehrauli, New Delhi as the plaintiff are the legal heirs Late ‘Sh. Vijay Kumar who purchase the suit property through registered sale deed 02.04.1986 being registered document no. 2025, In Addl. Book N0. 1, Vol. No. 5463 at Pages 61 to 34



registered in the office of Sub- Registrar-III, New Delhi and after his death all right, title and interest of the suit property have been devolved upon the plaintiff and the defendants have no claim over the said suit property.

b. pass a decree of possession in favour of the plaintiffs and against the defendant no.1, thereby, directing the defendant no. 1 to vacate 160 Sq. Yards of land falling in the suit property, bearing Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigwa and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Green Colour in the site plan -annexed herewith;

c. pass a decree of possession in favour of the plaintiffs and against the defendant no.2, thereby, directing the defendant no. 2 to vacate 250 Sq. Yards of land falling in the suit property, bearing Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Dark Blue in the site plan annexed herewith ;

d. pass a decree of possession in favour of the plaintiffs and against the defendant nos. 3 and 3A, thereby, directing the defendant nos. 3 and 3A to vacate 150 Sq. Yards of land falling in the suit property, bearing Khasra No. 52/11/2 (O-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of vilage Mehrauli, New Delhi, more fully shown in Orange Colour in the site plan annexed herewith;

e. pass a decree of possession in favour of the plaintiffs and against the defendant no.4, thereby, directing the defendant no. 4 to vacate 157 Sq; Yards of land falling in the suit property, Khasra No 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more



fully shown in Yellow Colour in the site plan annexed herewith;

f. pass a decree of possession in favour of the plaintiffs and against the defendant no.5, thereby, directing the defendant no. 5 to vacate 147 Sq. Yards of land falling in the suit property, Khasra No. 52/11/2 (0-04) and 20 Min. (1-03)) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Grey Colour in the site plan annexed herewith;

g. pass a decree of possession in favour of the plaintiffs and against the defendant no.6, thereby, directing the defendant no. 6 to vacate 250 Sq. Yards of land falling in the suit property, Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Dark Pink Colour in the site plan annexed herewith;

h. pass a decree of possession in favour of the plaintiffs and against the defendant no.7, thereby, directing the defendant no. 7 to vacate 8 Sq. Yards of land falling in the suit property, Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Chocolate Colour in the site plan annexed herewith;

i. pass a decree of possession in favour of the plaintiffs and against the defendant no.8, thereby, directing the defendant no 8 to vacate 45 Sq. Yards of land falling in the suit property, Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi, more fully shown in Chocolate Colour in the site plan annexed herewith;



j. pass a decree of possession in favour of the plaintiffs and against the defendant no.9, thereby, directing the defendant no 9 to vacate 85 Sq. Yards of land falling in the suit property, Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7Biswas situated in the Revenue Estate of village Mehraul, New Delhi, more fully shown in Sky Blue Colour in the site plan annexed herewith;

k. pass a decree of permanent injunction in favour of the plaintiffs and against the Defendants thereby restraining the defendants, their agents, associates, acquaintances etc.etc. from creating any third party Interest in the respective portion of the suit property Khasra No. 52/11/2 (0-04) and 20 Min. (1-03) admeasuring 1 Bigha and 7 Biswas situated in the Revenue Estate of village Mehrauli, New Delhi under their possession, which are more fully shown in different colours in the site plan attached herewith;

l. pass any other further order (s), which this Hon'ble Court deems fit and proper in the facts and circumstances of the case;

m. award the cost of the suit. ”

3. Each Defendant is claiming its right over the properties in question on the basis of separate agreements entered into by the Defendants for properties which are identified having its own boundary numbers. The entire Memorandum of Understanding is reproduced as under:-



MEMORANDUM OF UNDERSTANDING

The present MEMORANDUM OF UNDERSTANDING, is executed at New Delhi, on 04th day of October, 2025, between:

- i. **Shri Ankit Gupta**, son of Late Shri Vijay Kumar Gupta, resident of 568/3, Ward No. 3, Mehrauli, New Delhi - 110030.
- ii. **Smt. Urmila Gupta**, wife of Late Shri Vijay Kumar Gupta, resident of 568/3, Ward No. 3, Mehrauli, New Delhi - 110030.
- iii. **Smt. Anjal² Mangla**, wife of Shri Deepak Mangla, resident of 93L, New Colony, Near Shyam Mandir, Farrukh Nagar, Gurgaon, Haryana - 122001.
- iv. **Smt. Bharti Garg**, wife of Shri Rajeev Kumar, resident of 189-B, Mian Wali Colony, Near Bus Stand, Gurgaon, Haryana - 122001,
- v. Hereinafter collectively referred to as the 'First Parties' which expression, unless repugnant to the context, shall include their legal heirs, representatives, assignees, nominees, agents etc.

AND

Shri Vineet Jain, son of Shri S.C. Jain, R/o Jain Farm, Sector - D, Pocket - 2, Bhawani Kunj, Vasant Kunj, New Delhi-110070, hereinafter referred to as the 'Second Party' which expression, unless repugnant to the context, shall include his legal heirs, representatives, assignees, nominees, agents etc.

WHEREAS, Late Shri Vijay Kumar Gupta had purchased a piece of land bearing property bearing Khasra No. 52//11/2 Min. East (0-



04) and 20 Min. East (1-04) admeasuring 1 Bigha and 8 Biswas situated in the Revenue Estate of Village Mehrauli, also known as Bhawani Kunj, Vasant Kunj, New Delhi (hereinafter referred to as the subject property), from one Mr. Surendra Sharma vide Sale Deed bearing Document No. 2025, Additional Book No. 1, Volume No. 5463, at pages 61-64, dated 02.04.1986, duly registered in the office of Sub- Registrar -III, New Delhi. Late Shri Vijay Kumar Gupta expired on 07.10.1992, leaving behind the First Parties as his legal heirs. After the death of Shri Vijay Kumar Gupta, the first parties became the joint owners of the subject property in equal shares.

WHEREAS, the First Parties are the absolute owners of property bearing Khasra No. 52//11/2 Min. East (0-04) and 20 Min. East (1-04) admeasuring 1 Bigha and 8 Biswas situated in the Revenue Estate of Village Mehrauli, also known as Bhawani Kunj, Vasant Kunj, New Delhi (hereinafter referred to as the subject property). The subject property stands duly demarcated vide Demarcation Report dated 08.04.2019 prepared in pursuance to an Order dated 14.01.2019 of the Hon'ble High Court of Delhi passed in WP(C) No. 12447 of 2018.

WHEREAS, THE second party, is the owner of the land falling in Khasra No.52/20 min, (3-9), 52/11/2 (0-16), 53/15/2 (3-8), 16/1(2-8), 16/2 (2-8) having purchased the same from Mr. Surendra Sharma vide registered Sale Deed dated 02.04.1986.

WHEREAS, it transpired from the Demarcation Report dated 08.04.2019 that the Second Party was in occupation and possession of a portion of 185.16 sq. yds(or 1666.5 sq. fts i.e. 216.46 fts. X 7.7 fts) of the subject property owned by the First Parties. Various other persons, were also found in occupation of different portions of the



subject property. This led to the filing of the Civil Suit bearing C.S. (OS) No. 329 of 2019 titled as **"Ankit Gupta versus Vineet Jain & Ors."** before the Hon'ble High Court of Delhi, seeking the reliefs of possession and permanent injunction etc against various persons i.e. Defendants in the suit, qua the different portions of the subject property *including* the portion under the occupation of the Second Party. Portion under the occupation of the Second Party was shown in green colour in the site plan annexed to the suit. The said suit is pending adjudication before the Hon'ble High Court of Delhi.

WHEREAS, vide order dated 13.05.2024 passed in the suit bearing C.S. (OS) No. 329 of 2019, the Hon'ble High Court of Delhi was pleased to direct the parties to the suit including the Second Party, impleaded as Defendant No. 1 in the suit, to maintain the status quo viz a viz possession and the title of the subject property.

WHEREAS, two applications i.e. (1) application bearing No. 13702 of 2025 filed by the Second Party for appointment of local commissioner; and (2) application bearing No. 15862 of 2025 filed by the First Parties seeking punishment for wilful disobedience and breach of the order dated 13.05.2024, are also pending in the aforesaid suit.

WHEREAS, during the pendency of the aforementioned civil suit and proceedings, the parties to this agreement i.e. First Parties and Second Party, with an intention to amicably resolving the disputes between them qua the portion of the subject property in occupation of the Second Party (shown in green colour in the site plan annexed to the suit), held detailed discussions and arrived at an understanding for cordially settling and closing all the disputes between them qua the subject property, on the terms and conditions mentioned hereunder.



IN THE WITNESS WHEREOF:

1. The Second Party has unconditionally admitted, acknowledged and accepted the right, title and interests, including the right to possess and peacefully enjoy, of the First Parties and thus agreed to surrender the portion of the subject property in occupation of the Second Party (shown in green colour in the site plan annexed to the suit which shall also be read as part and parcel of this agreement/ understanding) without any claim of any nature whatsoever.
2. The Second Party, on execution of this agreement, shall deliver and handover of the vacant and peaceful possession of the portion of the subject property in occupation of the Second Party i.e. 185.16 sq. yds (shown in green colour in the site plan annexed to the suit) to the First Parties. The second party has, with the consent of the first parties, demolished/removed the structure/rooms constructed in the portion of the subject property in occupation of the Second Party (shown in green colour in the site plan annexed to the suit, however, he shall not demolish the surrounding boundary wall except the road facing part which shall be used by the first parties for their gate, which has been requested by the first parties. That, as agreed, Second Party has raised a boundary wall at the end of the subject property (shown in green colour in the site plan annexed to the suit) for the purposes of demarcation of the land shown in green color from that shown as Hospital so as to end any future discrepancy and dispute over boundaries. The first parties have physically inspected the site and are duly satisfied with the demarcation of the land and have satisfied themselves towards



the area being surrendered by the second party. It is agreed that after the handing over of the vacant and peaceful possession of the aforesaid portion of the subject property by the Second Party to the First Parties, the Second Party shall not claim any other right or interest, of any nature whatsoever, in the same. Similarly, the second party shall not be responsible as regards any claim, that may be raised by any third party in respect of the area being surrendered by the second party in favour of the first parties.

3. Subject to handing over of vacant and peaceful possession of the aforesaid portion of the subject property in occupation of the Second Party to the First Parties, both the parties shall file a joint application alongwith copy of the present Memorandum of Understanding, for deletion of Second Party (Defendant No. 1 in the suit) in Civil Suit bearing C.S. (OS) No. 329 of 2019 titled as "Ankit Gupta versus Vineet Jain & Ors." pending adjudication before the Hon'ble High Court of Delhi, in terms of present settlement and without prejudice to their suit against other Defendants.
4. First Parties shall also withdraw their application bearing No. 15862 of 2025 filed against the Second Party and the Second Party shall withdraw his application bearing No. 13702 of 2025.
5. All respective costs and consequences for such disposal of the case i.e. Civil Suit bearing C.S. (OS) No. 329 of 2019 titled as "Ankit Gupta versus Vineet Jain & Ors." only to the extent of and against Second Party (i.e. Defendant No. 1 in the suit) shall be borne by both the respective parties without any



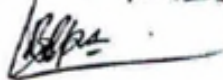
liability of any nature whatsoever upon the other party. Both the parties undertake to make all requisite statement, sign all necessary affidavit, and application etc. in order to facilitate such withdrawal/disposal whenever required.

6. It has further been resolved between both the parties that the first parties shall not initiate any claim/litigation/case against the second party or its successors in respect of the land owned by the second party, as mentioned above vide sale deed dated 02.04.1986. The first parties shall have no objection if the second party gets the sale deed of their portion (excluding the disputed portion) executed in favour of any third party.
7. WHEREAS, it is also undertaken by both the parties that they shall not initiate any further litigation or file any other cases in future against each other in respect to the subject matter of Civil Suit bearing C.S. (OS) No. 329 of 2019 titled as **"Ankit Gupta versus Vineet Jain & Ors."** First Parties shall, however, continue to prosecute their suit against other Defendants
8. The parties to the present Memorandum of Understanding have arrived at the above terms and conditions out of their own free will and volition without any undue influence and coercion and in their sound mind capacity.
9. The present Memorandum of Understanding shall be legally binding on all the parties and the Parties to the Memorandum of Understanding shall fulfill their respective duties / obligations and comply with all the terms and conditions of the present Memorandum of Understanding.

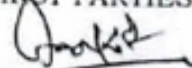
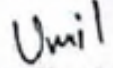
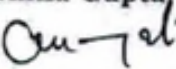


10. That this MOU has been signed in two identical copies one for each party.
11. The present Memorandum of Understanding has been executed by the parties to the present Memorandum of Understanding on 04th day of October, 2025 who have appended their respective signatures / seals in the presence of the following witnesses-

WITNESSES

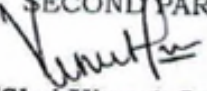
1. BHARAT BHOSHANGUPTA.
H.No. 568/3 MEHRAULI N.D.30
S/o Lt. B.D. Gupta.
U.I.D. No 986348467230
2. 

FIRST PARTIES


(Shri Ankit Gupta)

(Smt. Urmila Gupta)

(Smt. Anjali Mangla)

(Smt. Bharti Garg)

SECOND PARTY


(Shri Vineet Jain)

4. Objections have been filed by Defendants No.3, 5 to 8, 10 & 11. The objection primarily is to the fact that the Plaintiffs and Defendant No.1 cannot give sanctity to a demarcation plan without the consent of the other Defendants.

5. In the opinion of this Court, this objection cannot be sustained. The



demarcation plan, as agreed between the Plaintiffs and the Defendant No.1, cannot be binding on the other Defendants. The other Defendants while contesting the Suit will be entitled to raise objections challenging the demarcation report on which reliance is also being placed in the Memorandum of Understanding. In any event, the demarcation plan, as agreed between the Plaintiffs and the Defendant No.1, will not give title either to the Plaintiffs or to the Defendants.

6. This Court has perused the Memorandum of Understanding and in the opinion of this Court, the essence of the Memorandum of Understanding is that Defendant No.1 has agreed to transfer the land under his possession which is identifiable and which does not encroach upon the area on which the other Defendants claim their right and title.

7. Defendant No. 1 has joined the proceedings through video conferencing. He has been identified by the learned Counsel for Defendant No.1. The Plaintiffs, who are present in Court, have been identified by the learned Counsel for the Plaintiffs. They state that the Memorandum of Understanding has been entered into between the parties on their own free will and without any coercion and the application has been signed by all the parties along with their affidavits.

8. Let the decree sheet be drawn up accordingly between the Plaintiffs and Defendant No.1 inasmuch as Defendant No.1 would surrender the area in possession to the Plaintiffs. It is made clear that this agreement will not affect the rights and contentions of other Defendants.

9. The application is disposed of.

I.A. 13702/2025 & I.A. 15862/2025

10. I.A. 13702/2025 has been filed on behalf of Defendant No.1 under



Order XXVI Rule 9 of the CPC for appointment of a Local Commissioner.

11. I.A. 15862/2025 has been filed on behalf of the Plaintiffs under Order XXXIX Rule 2A of the CPC against Defendant No.1 for wilful disobedience of the Order dated 13.05.2024 passed by this Court.

12. Since the Plaintiffs and Defendant No.1 have entered into a Memorandum of Understanding and Defendant No.1 has surrendered his right, title and interest in possession to the Plaintiffs, the present applications have become infructuous.

13. The applications are disposed of as infructuous.

CS(OS) 329/2019 & I.A. 8795/2019

14. The Order dated 26.11.2025 states that right of Defendant No.11 to file documents have been taken away and that admission/denial of document *qua* the Plaintiffs and other Defendants is complete.

15. List before the Court on 18.05.2026 for framing of issues.

SUBRAMONIUM PRASAD, J

MARCH 23, 2026

hsk