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

+ **CS(OS) 489/2023**

SH ANIL KUMAR DAWRA

.....Plaintiff

Through: Ms. Sapna Gupta, Advocate with
Plaintiff in person

versus

SH SANJAY KUMAR & ORS.

.....Defendants

Through: Mr Dinesh Kumar Chawla, Mr V
Vishnoo C Kashyap, Advocates for
D-1
Mrs. Anita dawra, Mr. Karan Dawra,
Advts.
Mr. Nipun katyal, Mr. Manan sharma,
Advts for D-2
Mr. Peeyoosh Kalra, Mr. Sameer
Malhotra, Ms. Meghna Nair and Mr.
Yash Sharma, Advocates for D-4
Defendants in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.07.2026

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I.A. 16402/2026

1. This is an application on behalf of the Plaintiff for preponment of date of hearing and for passing a decree in terms of the Settlement Agreement dated 15.05.2026.
2. The instant suit is one for partition, declaration and permanent injunction in respect of the Suit Properties.
3. During the pendency of the proceedings, the parties were referred to



the Delhi High Court Mediation & Conciliation Centre and a Settlement Agreement dated 15.05.2026 has been entered into between the parties. The Settlement Agreement dated 15.05.2026 is reproduced as under:-

**DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI**

Date:15.05.2026

M& C FILE NO. 1112/26

CS (OS) 489/2023

ANIL KUMAR DAWRA

VS.

SANJAY KUMAR & ORS.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 15.05.2026.

AMONGST

SH. ANIL KUMAR DAWRA, S/O LATE SH. T. C. DAWRA, R/O B-55, FREEDOM FIGHTER ENCLAVE, NEB SARAI, SOUTH DELHI, DELHI-110068. (FIRST PARTY SHALL INCLUDE HIS LEGAL HEIRS, REPRESENTATIVES AND ASSIGNS)

SH.SANJAY KUMAR DAWRA, S/O LATE SH. T. C. DAWRA, R/O 646, FIRST FLOOR SECTOR 37 FARIDABAD HARYANA (SECOND PARTY SHALL INCLUDE HIS LEGAL HEIRS, REPRESENTATIVES AND ASSIGNS)

1. MS. ANITA DAWRA, W/O LATE SUNIL KUMAR DAWRA, R/O L1/122B, DDA FLATS, KALKAJI, NEW DELHI.
2. SH. KARAN DAWRA, S/O LATE SUNIL KUMAR DAWRA, R/O L1/122B, DDA FLATS, KALKAJI, NEW DELHI.



3. MS. RADHIKA DAWRA, D/O LATE SUNIL KUMAR DAWRA, R/O L1/122B, DDA FLATS, KALKAJI, NEW DELHI. (SL. NO. 1 to 3 ARE COLLECTIVELY REFERRED TO AS THE THIRD PARTY AND SHALL INCLUDE THEIR LEGAL HEIRS, REPRESENTATIVES AND ASSIGNS)
4. MRS. ANURADHA DAWRA, W/O LATE VIJAY KUMAR DAWRA, R/O C-32, 2ND FLOOR, MALVIYA NAGAR, NEW DELHI-110017.
5. MS. AYUSHI DAWRA (DAUGHTER) R/O C-32, 2ND FLOOR, MALVIYA NAGAR, NEW DELHI-110017. (SL. NO. 4 AND 5 ARE COLLECTIVELY REFERRED TO AS THE FOURTH PARTY AND SHALL INCLUDE HER LEGAL HEIRS, REPRESENTATIVES AND ASSIGNS)

WHEREAS the First Party has filed the present Suit bearing No. CS(OS) No. 489/2023 seeking partition of various properties against the Second to Fifth Party which is pending before the Hon'ble High Court of Delhi.

AND WHEREAS Smt. Sudesh Rani, W/o Sh. Anil Kumar, R/o RZ-H-30, Mahavir Enclave, Part-I, Palam, New Delhi, Defendant No. 4 is stated to be not concerned with any of the properties or the terms of the present Settlement Agreement arrived at between the parties. The First Party states and undertakes not to seek any relief against the said Defendant No. 4 and will specifically delete her from the Memo of Parties. The Second, Third and Fourth Parties have no objection to the deletion of said Defendant No. 4 from the Memo of Parties.



AND WHEREAS the Parties were referred to Samadhan (Delhi High Court Mediation & Conciliation Centre) in the present suit being CS(OS) No. 489/2023 vide an Order dated 23.03.2026 passed by the Hon'ble High Court of Delhi.

AND WHEREAS the parties have agreed that Ms. Anita Sahani, Advocate would act as the Mediator in the mediation proceedings.

AND WHEREAS comprehensive mediation sessions were held with the Parties and their respective counsel during the process of mediation, initially in person and thereafter, through video conferencing on various dates. All the Parties have voluntarily arrived at an amicable solution.

AND WHEREAS the present Settlement Agreement amongst the parties pertains to the following properties:-

Sr. No.	PARTICULARS	RECORDED OWNER	POSSESSION
1	Plot no.2 Nangla Gujran Indust. Area near Shyam Dharam kanta Faridabad	Smt. Anuradha Dawra and Ayushi Dawra (4 th party)	Fourth party/tenant
2.	B-163, Shivalik, New Delhi- 110017, second floor and above	Smt. Anuradha Dawra(4 th party)	Smt. Anuradha Dawra
3.	Plot No. D-24, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068.	Anil Kumar Dawra and Sanjay Dawra	Anil Kumar Dawra and Sanjay Dawra



4.	C-32, Malviya Nagar, New Delhi-110017.	Late Smt. Shanti Devi	Second floor is in possession of fourth party, other areas with tenant and rent being shared between first, second and fourth party
5.	Shop No. 9, Panchsheel Park, New Delhi.	Sanjay Dawra second party	first party
6.	B-126, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068.	Anil Kumar Dawra first party and Mrs. Renu Dawra wife of Sanjay kr. Dawra	First Party
7	L-1/122-B, DDA Flats, Kalkaji, New Delhi.	Mrs. Anita Dawra Third Party	Mrs. Anita Dawra Third Party
8	Shop No. 2, CSC Market DDA Flats, Kalkaji, New Delhi.	Late Mrs. Shanti Devi	Mrs. Anita Dawra Third Party
9	Shop No. 3, CSC Market DDA Flats, Kalkaji, New Delhi.	Mrs. Anita Dawra Third Party	Mrs. Anita Dawra Third Party
10	B-55, Freedom Fighter	Mrs. Kusum Lata	First party



	Enclave, Neb Sarai, South Delhi, Delhi-110068.	Dawra wife of First party	
11	C-65, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068.	Mrs. Kusum Lata Dawra & Mrs. Renu Dawra	Mrs. Renu Dawra

Now the parties have agreed to resolve all their disputes on the following terms and conditions:-

1. It is agreed amongst the parties that the properties mentioned hereinabove are owned by the different Parties, family members i.e. the wife of some of the parties, and some of the properties are owned by their predeceased mother Smt. Shanti Devi, W/o Late Sh. T. C. Dawra and some of the properties are owned by Late Sh. T. C. Dawra.
2. The parties have agreed to a partition of all the properties in the manner, that one of the properties C-65 Freedom Fighter Enclave Neb Sarai New Delhi shall be sold and the proceeds thereof shall be shared amongst the parties in the proportion as described hereinbelow and some of the properties shall be retained by the parties as detailed hereinbelow.
3. The parties have agreed to execute the necessary documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents, if required, even after the decree, to give effect to the terms and conditions agreed upon and recorded hereinafter and to be recorded in the judgment and the decree to be passed by the Hon'ble Court.



4. The allocation of properties and shares of the respective parties are recorded as hereunder:-

5. FIRST PARTY

- (A) It is agreed amongst the parties that the First Party shall retain the property bearing No. B-55, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068, owned by his wife Smt. Kusum Lata Dawra and none of the other parties shall have any right, title or interest in the said property in possession of First Party and his family members.
- (B) The First Party shall be entitled to undivided 1/3rd share in the property bearing No. C-32, Malviya Nagar, New Delhi-110017,.
- i) It is further agreed that the said property shall be given out on rent to prospective tenant(s) with consent of the first, second and third party, within three months from the date of the decree in the suit.
 - ii) It is agreed between the parties that one portion of the property bearing No. C-32, Malviya Nagar, New Delhi-110017 is presently leased to Airtel and the rent is being received by First, Second and Fourth Party. It is further agreed that upon receipt of payment being made to the Fourth Party in terms of clause 8(c), the rent from the said tenant Airtel shall be shared equally between First, Second and Third Party and they shall be the landlords for the tenant in the premises.
 - iii) It is agreed that upon receipt of her share in terms of the present settlement agreement, the Fourth party shall not claim any right or share in the said property



- (C) The First Party shall also be entitled to 1/3rd undivided share in the property bearing No. B-126, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068 and the said property shall be put to sale in the open market, within 3 months from the date of vacation of the said property from the tenant, and proceeds thereof shall be divided. The First Party shall be entitled to 1/3rd share in the sale proceeds of the said property. It is agreed that the Fourth Party shall not claim any right or share in the said property or the proceeds of the sale of the said property.
- (D) That the Second, Third and Fourth Parties agree to execute all the necessary documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents with regard to the properties, if so required, in addition to the decree to be passed by the Hon'ble court in terms of the present settlement agreement, to give effect to the terms and conditions agreed upon and being part of the decree to be passed by the Hon'ble Court.

6. SECOND PARTY

- (E) That the Second Party shall continue to hold and possess the Plot No. D-24, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068 which is owned by him and his wife Mrs. Renu Dawra and none of the other parties shall have any right, title or interest in the said property in possession of First Party and his family members.
- (A) The Second Party shall continue to hold and possess Shop No. 9, Panchsheel Park, New Delhi, which is owned by him and is in possession



of the First party. Upon receipt of the advance money for sale of the property bearing No. C-65, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068, the Second Party shall withdraw the case filed by him being CS (COMM.) 115/2024 before the Ld. Distt. Judge, Commercial Court, South Distt, Saket Courts, New Delhi, pending adjudication before Ms. Anuradha Shukla Bhardwaj, within 30 days from the date of receipt of the advance money for sale and the first party shall hand over the possession of the said shop No.9 to the second party simultaneously on the same day.

(B) The Second Party shall also be entitled to 1/3rd undivided share in the property bearing No. C-32, Malviya Nagar, New Delhi-110017.

- (i) It is further agreed that the said property shall be given out on rent to prospective tenant(s) with consent of the first, second and third party, within 3 months from the date of the decree in the suit.
- (ii) It is agreed that the Fourth party shall not claim any right or share in the said property
- (iii) It is further agreed between the first, second and third party that the title documents of the said property shall be kept in a locker jointly to be opened and held by the three parties and no single party shall keep the title documents with him/her. It has been agreed between the parties that the keys of the locker shall be kept with Mr. Karan Dawra son of late Mr. Sunil Kumar Dawra.

(C) The Second Party shall also be entitled to 1/3rd undivided share in the property bearing No. B-126, Freedom Fighter Enclave, Neb Sarai, South



Delhi, Delhi-110068 and the said property shall be put to sale in the open market within 3 months from the date of vacation of the said property from the tenant, and proceeds thereof shall be divided and proceeds thereof shall be divided. The Second Party shall be entitled to 1/3rd share in the sale proceeds of the said property. It is agreed that the Fourth Party shall not claim any right or share in the said property or the proceeds of the sale of the said property.

- (D) That the First, Third and Fourth Parties agree to execute all the necessary documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents with regard to the properties, if so required, in addition to the decree to be passed by the Hon'ble court in terms of the present settlement agreement, to give effect to the terms and conditions agreed upon and being part of the decree to be passed by the Hon'ble Court.

7. THIRD PARTY

- (A) That the Third Party shall continue to hold and possess L-1/122-B, DDA Flats, Kalkaji, New Delhi 110019 which is owned by Smt. Anita Dawra.
- (F) That the Third Party shall exclusively continue to hold and possess Shop No. 2, CSC Market DDA Flats, Kalkaji, New Delhi which is owned by Late Mrs. Shanti Devi and none of the other parties shall have any right, title or interest in the said property in possession of First Party and his family members.



- (G) That the Third Party shall continue to hold and possess Shop No. 3, CSC Market DDA Flats, Kalkaji, New Delhi which is owned by Smt. Anita Dawra and none of the other parties shall have any right, title or interest in the said property in possession of First Party and his family members.
- (B) The Third Party shall also be entitled to 1/3rd undivided share in the property bearing No. C-32, Malviya Nagar, New Delhi-110017.
- (i) It is further agreed that the said property shall be given out on rent to prospective tenant(s) with consent of the first, second and third party within 3 months from the date of decree in the suit.
- (ii) It is agreed that the Fourth party shall not claim any right or share in the said property
- (iii) It is further agreed between the first, second and third party that the title documents of the said property shall be kept in a locker jointly to be opened and held by the three parties and no single party shall keep the title documents with him/her in terms of para 6(c)(iii).
- (E) The Third Party shall also be entitled to 1/3rd undivided share in the property bearing No. B-126, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068, and the said property shall be put to sale in the open market within 3 months from the date of vacation of the said property from the tenant, and proceeds thereof shall be divided and proceeds thereof shall be divided. The Third Party shall be entitled to 1/3rd share in the sale proceeds of the said property. It is agreed that the Fourth Party shall not claim any right or share in the said property or the proceeds of



the sale of the said property.

- (F) That the First, Second and Fourth Parties agree to execute all the necessary documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents with regard to the properties, if so required, in addition to the decree to be passed by the Hon'ble court in terms of the present settlement agreement, to give effect to the terms and conditions agreed upon and being part of the decree to be passed by the Hon'ble Court.

8 FOURTH PARTY

- (A) It is agreed amongst the parties that the Fourth Party Smt. Anuradha Dawra and her daughter Ms. Ayushi Dawra shall retain the ownership and the possession of Property Plot No.2 Nangla Gujran Industrial Area Near Shyam Dharam Kanta Faridabad. First, second and third party shall not claim any right, title or interest in the said property.
- (B) It is agreed amongst the parties that the Fourth Party Smt. Anuradha Dawra and her daughter Ms. Ayushi Dawra shall retain the ownership and the possession of Property bearing no, B-163, Shivalik, New Delhi-110017 Second Floor and above. The other parties accept and acknowledge the said ownership and possession of the Fourth Party of the said properties and agree that they shall not object or claim any right, title or interest in the above mentioned properties to be retained by the Fourth Party.



- C) It is further agreed that the Fourth Party is entitled to receive an amount of Rs.3.15 crores (Three Crore and Fifteen Lakh), from First, Second and third parties which will be generated from the sale of the property bearing no. C-65 Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068, which will take place within four months from the date of the decree to be passed by the Hon'ble Court in terms of the present settlement agreement.
- D) It is further agreed that upon payment of the amount as mentioned in para 8 (C) above, the Fourth Party shall hand over peaceful and vacant possession of the property bearing no. C-32 Malviya Nagar New Delhi which is in her possession presently, as soon as possible and not later than 45 days from the date of full payment in terms of 8(c) above.
- E) The fourth party further agrees to pay the water meter and electricity meter charges upto date for the portion occupied by her in the property bearing no. C-32 Malviya Nagar New Delhi, till vacation of the property.
- F) The Fourth Party further agrees that she will not claim any share, title or interest over the properties and all her claims shall be completely satisfied upon receipt of the amount of Rs.3.15 crores (Rupees Three Crore and Fifteen Lakh) and the decree declaring the properties Plot no.2 Nangla Guran Indust. Area near Shyam Dharam kanta Faridabad and B-163, Shivalik, New Delhi-110017, second floor and above to be her absolute and exclusive properties.
- (G) That the First, Second and Third Parties agree to execute all the necessary



documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents with regard to the properties, if so required, in addition to the decree to be passed by the Hon'ble court in terms of the present settlement agreement, to give effect to the terms and conditions agreed upon and being part of the decree to be passed by the Hon'ble Court.

9. The property bearing No. C-65, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068 shall be sold by the First, Second and Third parties and the proceeds thereof shall be shared amongst the parties in the proportion of 1/3rd each and they shall pay the agreed amount of Rs.3.15 Crore (Three Crore Fifteen lakh only) to the Fourth Party in equal share of 1/3rd each.
10. It is further agreed between the First, Second and Third Parties and the Fourth Party that the basement, ground floor and First Floor of the property bearing No. C-32 Malviya Nagar New Delhi, shall be given out on rent within three months from the date of decree being passed by the Hon'ble Court in the present suit and the said rent shall be shared in the proportion of 1/4th each amongst the parties till the Fourth party receives the agreed amount, in terms of the Para 8 D herein above. Thereafter the rent of the said property shall be shared between First, Second and Third Parties in the share of 1/3rd each.
11. After the Fourth party receives the payment, she will vacate the said portion of the property within 45 days from such receipt,
12. It is further agreed between the First, Second and Third Parties that the



property bearing No. B-126 Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068 is presently leased to an NGO "Apna Ashray". At present the rent amount is being shared between the First and the Second Party. Upon the sale of property bearing C-65, Freedom Fighter Enclave, Neb Sarai, South Delhi, Delhi-110068, the said rent from the NGO "Apna Ashray" shall be shared in the proportion of $1/3^{\text{rd}}$ each between First, Second and Third Parties, till the sale of the said property within 3 months from the date of vacation of the property by the tenant.

13. It is further agreed amongst the parties that all the necessary documents including relinquishment deeds, sale deeds, power of attorneys, agreement to sell and affidavits and /or any other required documents with regard to the properties mentioned hereinabove, shall be executed within 60 days from the date of decree to be passed by the Hon'ble Court in terms of the present Settlement Agreement, to give effect to the terms and conditions agreed upon and recorded hereinabove.
14. The title documents of the properties: i) Conveyance deed of C-32 Malviya Nagar New Delhi, ii) Shop No.2 CSC Market DDA Flats Kalka Ji New Delhi 110019, iii) Shop No.3 CSC Market DDA Flats Kalka Ji New Delhi, iv) L-1/122, DDA Flats Kalkaji, New Delhi 110019, v) Shop no.9 Panchsheel Park New Delhi, vi) D-24 Freedom Fighter Enclave, Neb Sarai South Delhi, Delhi 110068, are in possession of the Second Party, Mr. Sanjay Dawra. The title documents for i) Shop No.2 CSC Market DDA Flats Kalka Ji New Delhi 110019, ii) Shop No.3 CSC Market DDA Flats Kalka Ji New



- Delhi, (iii) L-1/122, DDA Flats Kalkaji, New Delhi 110019 shall be handed over to the Third party against an acknowledgment and receipt of the same immediately on passing of decree in the suit i.e. the same day.
15. The title documents including Conveyance deed of property bearing no. C-32 Malviya Nagar New Delhi, in possession of Second Party and shall be kept in Joint locker within 15 days from the date of decree and the property documents of property bearing No.B-126 Freedom Fighter Enclave, Neb Sarai South Delhi New Delhi 110068, and C-65 Freedom Fighter Enclave, Neb Sarai South Delhi New Delhi 110068 including GPA, Agreement to sell, will and affidavits which are in possession of the first Party, have been agreed to be continued to be kept with the first party.
 16. The title documents of the property bearing no. B-55 Freedom Fighter Enclave, Neb Sarai South Delhi New Delhi 110068² were in possession of the second party and are not traceable at the moment, and shall be handed over to the first party as soon as the same are found with him.
 17. It is agreed amongst the parties that the terms and conditions of the present Settlement Agreement are accepted by the parties in full and final settlement of all the disputes with regard to the above mentioned properties, their title, their share, their sale and division of proceeds. It is further undertaken by the parties that they shall not file or pursue any case, complaint or proceedings before any of the Courts, Police Stations or any Authorities, against each other or their representatives, assigns or claiming under them directly or indirectly. In case, it is found that any case, complaint or proceedings are



pending before any court, authority or Police Station, the same shall be deemed to have been withdrawn and settled in terms of the present settlement agreement.

18. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel in Vernacular in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.
19. That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.
20. The parties have categorically agreed to appear before the Hon'ble Court and pray for a decree of the present suit being CS (OS) 489/2023 in terms of the present Settlement Agreement.
21. It is agreed amongst the parties that the terms and conditions of the present Settlement Agreement shall not be varied or modified under any circumstances and the present Settlement Agreement shall be given effect to in all earnestness.



22. By signing and executing this Settlement Agreement, the Parties hereto agrees and undertakes that they have no further claims or demands against each other qua the present suit and all the disputes/ differences have been settled amicably between them.
23. The parties agree that the representations made by them and the terms of Agreement arrived at shall be deemed to be an undertaking to the Hon'ble High Court of Delhi and any violation thereof by any of the parties shall be liable for an action including the Contempt of Court under the Contempt of Courts Act in addition to other remedies as available to them under law.
24. All the Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.
4. The Plaintiff has joined the proceedings through video conferencing and has been identified by his Counsel. The Defendants are present in Court. The Plaintiff and Defendants state that they have gone through Settlement Agreement dated 15.05.2026 and that they have understood the contents thereof.
5. It is stated that the Settlement Agreement dated 15.05.2026 has been entered into between the parties without any coercion and they are willing to abide by the Settlement Agreement dated 15.05.2026. They undertake to follow the Settlement Agreement dated 15.05.2026 in letter and spirit. The parties have been identified by their respective Counsels.



6. This Court has gone through the settlement agreement and is of the opinion that the same is lawful and is capable of being implemented. The parties are bound by the settlement agreement.
7. Let the Suit be decreed in terms of the Settlement Agreement dated 15.05.2026. Since the parties have settled the matter, the Plaintiff would be entitled to refund of entire court fees in terms of Section 16 of the Court Fees Act.
8. The Suit is disposed of along with pending application(s), if any.
9. The next date already fixed before the learned Joint Registrar, i.e., 27.07.2026, stands cancelled.

SUBRAMONIUM PRASAD, J

JULY 03, 2026
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