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

+ **CS(OS) 166/2025& I.A. Nos. 6919/2025, 26027/2025 & 8595/2026**

MS. AMITA J SINGH

.....Plaintiff

Through: Mr. Girish Shankar, Advocate
(M:7763815998)

versus

MS. AMISHA WALLIA & ANR.

.....Defendants

Through: Ms. Jivika Jolly, Advocate

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **30.04.2026**

I.A. 8595/2026

1. The present application has been filed on behalf of the plaintiff under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ("CPC") for passing of the consent/compromise decree, based on the compromise arrived at between the parties *vide* Settlement Agreement dated 26th February, 2026.
2. The captioned suit has been filed, *inter alia*, seeking a decree of partition of the estate of Late Dr. Tegendra Singh Walia, as described in the *Schedule-A* of the plaint.
3. During the pendency of the present suit, the parties herein were referred to the Delhi High Court Mediation and Conciliation Centre *vide* order dated 23rd July, 2025 for amicable resolution of disputes between the parties.
4. During the aforesaid mediation proceedings, the parties through mutual deliberations, have been able to arrive at an amicable settlement, with respect to the distribution of the estate of Late Dr. Tegendra Singh



Walia. Consequently, the parties have executed the Settlement Agreement dated 26th February, 2026, which encompasses the terms of the settlement.

5. The terms of the settlement between the parties are detailed in the present application, which read as under:

“XXX XXX XXX

7. Pursuant to the successful mediation, all the parties have executed a Settlement Agreement dated 26.02.2026, which encompasses terms of settlement including:
 - i. The sale and distribution of proceeds of sale of immovable properties bearing No.206, Saket Nagar, Indore and No. D-290, First Floor, Sarvodaya Enclave, New Delhi;
 - ii. The allocation and transfer of respective share of the parties in the 50 % share of property Prestige Shanti Niketan Crescent 4, Level 4, Unit No.403, Whitefield Road, Mahadevapura, Bangalore – 560048;
 - iii. The sale and distribution of proceeds of sale of the 80% shares in M/s Soundway Enterprises Pvt. Ltd., along with respective right of the parties over this property; and
 - iv. The distribution of money lying in various bank accounts in India.



8. Pertinently, the Settlement Agreement provides that certain immovable and movable properties shall remain outside the scope of the consent / compromise decree as may be passed by this Hon'ble Court in the captioned Suit. These excluded properties comprise:
- i. The immovable property bearing Khasra No.562, Dakachya, Tehsil – Sanwer, Indore – 453771, which is presently the subject matter of ongoing litigation in Miscellaneous Appeal No.6167 of 2024 pending before the Hon'ble High Court of Madhya Pradesh at Indore. The terms for disposition of this property shall be determined by the parties at an appropriate stage, subject to the outcome of the said litigation;
 - ii. The immovable property situated at No.612 Miller Ave., Clairton, Pennsylvania, USA, which falls outside the territorial jurisdiction of this Hon'ble Court; and
 - iii. The bank accounts maintained with Commonwealth Bank of Australia, Northwest Savings Bank, PNC Bank, and Dollar Bank, which likewise lie beyond the territorial jurisdiction of Indian Courts.

The parties have expressly agreed to pursue their respective rights concerning these excluded properties separately under the applicable laws in the appropriate jurisdictions, and that no party shall seek to include these properties in any consent / compromise decree which may be passed by this Hon'ble Court in the captioned Suit.

xxx xxx xxx”

6. Learned counsels for both the parties are before this Court and confirm the aforesaid terms of the settlement, and submit that the same has been arrived at between the parties out of their own volition and without any coercion.
7. This Court has perused the terms of the Settlement Agreement and finds no impediment in decreeing the suit in terms thereof.
8. Accordingly, with the consent of the parties, a consent/compromise decree is hereby passed in the terms of the Settlement Agreement dated 26th February, 2026, and following directions are issued in this regard:



- I. The parties are hereby bound by the aforesaid Settlement Agreement, and they shall abide by the terms and conditions, as set out therein.
- II. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Settlement Agreement.
9. Let the decree sheet be prepared by the Registry in accordance with the aforesaid consent terms between the parties.
10. Considering the fact that the parties have arrived at a settlement, Registry of this Court is directed to issue a Certificate of Refund of full Court Fees to the plaintiff.
11. Accordingly, with the aforesaid directions, the present suit, along with pending applications, is disposed of.

MINI PUSHKARNA, J

APRIL 30, 2026/au