



\$~35

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

+ **CS(OS) 280/2017**

MRS. LATA SINGH & ORS

.....Plaintiffs

Through: Ms. Mansi Sharma, Mr. Rehan
Verma, Ms. Chinmayee, Advocates

versus

MR. MANBIR SINGH & ORS

.....Defendants

Through: Mr. Rishabh Rana and Ms.
Deepshikha, Advocates for D-4, D-6
& D-7
Mr. Ram Bhushan Pandey, Advocate
for D-5/Bank.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

07.04.2026

%

I.A. 9370/2026

1. The present application has been filed by the Plaintiff No.1 under Order XXIII Rule 3 of CPC, for passing a decree in terms of the settlement arrived at between the parties *vide* a Settlement Agreement dated 30.03.2026.

2. The present Suit has been filed with the following prayers:

“a) Pass a decree of declaration declaring the sham title deed dated 03.02.2006 in regards to the suit property i.e. First Floor of Property bearing no. ML/14 AB, Malviya Nagar, New Delhi-110017 is a nullity, void ab-initio and is non-est.

b) Pass a decree of declaration declaring the Plaintiffs as the rightful owners of the suit property, i.e First



Floor of Property bearing no.NIL/14 AB, Malviya Nagar, New Delhi-110017;

c) Pass a decree of permanent injunction restraining the Defendant No.1 and Defendant No.2, their agents, attorneys and representatives from selling, assigning, alienating, creating third party interest or in any other manner transferring, mortgaging, leasing the Suit Property in favour of any third party;

d) Pass a decree of mandatory injunction asking the Defendant No.5 to deliver up the title deed dated 03.02.2006 for cancellation and cancel the same;

e) An enquiry be made by this Hon'ble Court into the damages suffered by the Plaintiffs and a decree of such amount as may be adjudged to be the loss may be passed in favor of the Plaintiffs and against the Defendant No.3 and Defendant No.4 jointly and severally;

f) award the costs of instituting and prosecuting the present suit in favour of the Plaintiff and against the Defendants;

Pass such other and further order(s) as this Hon'ble Court may find just, fair and equitable.”

3. It is stated that during the pendency of the present Suit, the Parties were referred to the Delhi High Court Mediation and Conciliation Centre for exploring the possibility of an amicable settlement. Plaintiffs and Defendant Nos.1 to 4 have entered into the Settlement Agreement dated 30.03.2026, which is being reproduced as under:



Document No.2

**Delhi High Court Mediation and Conciliation Centre,
Delhi High Court, Sher Shah Road, New Delhi**

Date: 30.03.2026

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 30.03.2026

BETWEEN

Mrs. Lata Singh, wife of Late Mr. Yashpal Singh, residing at NIL/14 AB, First Floor, Malviya Nagar, New Delhi-110017. (**Plaintiff No. 1**)

Mr. Tarun Singh, s/o Late Mr. Yashpal Singh, residing at NIL/14 AB, First Floor, Malviya Nagar, New Delhi-110017 (**Plaintiff No. 2**)

Ms. Ashna Singh, d/o Late Mr. Yashpal Singh residing at NIL/14 AB, First Floor, Malviya Nagar, New Delhi-110017. (**Plaintiff No. 3**) through **Ms. Lata Singh**, authorized vide Power of Attorney dated 21.03.2026, the same is annexed herewith as ANNEXURE-A.

(hereinafter collectively referred to as the "**Plaintiffs/ First Party**", which expression shall, unless repugnant to the context or meaning thereof, include their heirs, legal representatives, executors, administrators and assigns);

AND

Mr. Manbir Singh, son of Mr. Santbir Singh, residing at L-45, Lajpat Nagar, New Delhi-110024. (**Defendant No. 1**)

TRUE COPY

[Handwritten signatures and initials]
Richesh Ran
M. B. Durrani



(hereinafter referred to as the “**Second Party**”, which expression shall, unless repugnant to the context or meaning thereof, include their heirs, legal representatives, executors, administrators and assigns).

AND

Mr. Santbir Singh, residing at L-45, Lajpat Nagar, New Delhi-110024. (**Defendant No. 2**).

(hereinafter referred to as the “**Third Party**”, which expression shall, unless repugnant to the context or meaning thereof, include their heirs, legal representatives, executors, administrators and assigns).

AND

Mrs. Sudha Rana, wife of Mr. Pritam Singh Rana, R/o E-350, 2nd Floor, Greater Kailash-II, New Delhi-110048. (**Defendant No. 4/ LR of Defendant No. 3**) through **Mr. Rishabh Rana**, authorized vide Power of Attorney dated 24.03.2026, the same is annexed herewith as ANNEXURE-B.

Mr. Rishabh Rana, son of Late Mr. Pritam Singh Rana R/o E-350, 2nd Floor, Greater Kailash-II, New Delhi-110048. (**LR of Defendant No. 3**)

Ms. Saloni Rana, daughter of Late Mr. Pritam Singh Rana R/o E-350, 2nd Floor, Greater Kailash-II, New Delhi-110048. (**LR of Defendant No. 3**) through **Mr. Rishabh Rana**, authorized vide Power of Attorney dated 24.03.2026, the same is annexed herewith as ANNEXURE-C.

[Handwritten signatures: Santbir Singh, Sudha Rana, Rishabh Rana, Saloni Rana]

TRUE COPY



(hereinafter collectively referred to as the “**Fourth Party**”, which expression shall, unless repugnant to the context or meaning thereof, include their heirs, legal representatives, executors, administrators and assigns).

The First Party, the Second Party, the Third Party and the Fourth Party shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

A. Certain disputes and differences had arisen between the Parties in respect of the property situated at NIL/14 AB, First Floor, Malviya Nagar, new Delhi-110017 (hereinafter referred to as the “**Subject Property**”) and accordingly the present suit being CS(OS) No. 280 of 2017 titled as “Mrs. Lata Singh & Ors v Mr. Manbir Singh & Ors” was instituted before the High Court of Delhi whereby the following reliefs were sought, inter alia:

- a) *“Pass a decree of declaration declaring the sham title deed dated 03.02.2006 in regards to the suit property i.e. First Floor of Property bearing no. NIL/14 AB, Malviya Nagar, new Delhi-110017 is a nullity, void-ab-initio and is non-est.*
- b) *Pass a decree of declaration declaring the Plaintiffs as the rightful owners of the suit property i.e. First Floor of Property bearing no. NIL/14 AB, Malviya Nagar, new Delhi-110017.*
- c) *Pass a decree of permanent injunction restraining the Defendant No. 1 and Defendant No.2, their agents, attorneys and representatives*

by Reshma Devi
TRUE COPY

Reshma Devi and Manbir Singh
Manbir Singh



from selling, assigning, alienating, creating third party interest or in any other manner transferring, mortgaging, leasing the Suit Property in favour of any third party

d) Pass a decree of mandatory injunction asking the Defendant No. 5 to deliver up the Title Deed dated 03.02.2006 for cancellation and cancel the same”.

B. The First Party had also filed S.A. No. 109 of 2017 titled as “Ms. Lata Singh vs. Punjab National Bank” before the Debt Recovery Tribunal-I, Delhi.

C. The matter bearing CS (OS) 332/2024 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 06.11.2024, passed by Hon’ble High Court of Delhi.

D. The parties agreed that Ms. Kajal Chandra, Advocate would act as their Mediator in the matter of Mediation proceedings.

E. Mediation session was held with the Parties and their respective counsels. The parties hereinabove have mutually settled their disputes.

F. The Parties to this Agreement have mutually and amicably resolved all their disputes, amongst them and have agreed to the following terms and conditions:

Verish *M. B. Sharma* *Rishabh* *S. B. Singh*

TRUE COPY



1. The Second Party confirms that he does not have claim any right, title or interest in the Subject Property.
2. The Third Party further confirms that he presently does not have claim any right, title or interest in the Subject Property.
3. The Second and Third Party further confirm that the First Party are the sole and absolute owners of the Subject Property NIL/14 AB, First Floor, Malviya Nagar, New Delhi-110017.
4. The Fourth Party confirms that they shall not have any right, title or interest in the Subject Property. The Fourth Party further confirm that the First Party are the sole and absolute owners of the Subject Property.
5. The Parties further state that they have no objection to Prayer Clauses (a),(b) and (c) of CS(OS) No. 280 of 2017 titled as "Mrs. Lata Singh & Ors v Mr. Manbir Singh & Ors" being decreed in favour of the Plaintiffs with the declaration that the Plaintiffs, namely Mrs. Lata Singh, Mr. Tarun Singh and Ms. Ashna Singh are the rightful owners of the suit property i.e. NIL/14 AB, First Floor, Malviya Nagar, New Delhi-110017. The Prayer Clauses (a),(b), and (c) of CS(OS) No. 280 of 2017 titled as "Mrs. Lata Singh & Ors v Mr. Manbir Singh & Ors" are as follows:

"a) Pass a decree of declaration declaring the sham title deed dated 03.02.2006 in regards to the suit property i.e. First Floor of

Rajesh Kumar

Lata Singh and Manbir Singh

Savitri

TRUE COPY



Property bearing no. NIL/14 AB, Malviya Nagar, new Delhi-110017 is a nullity, void-ab-initio and is non-est.

b) Pass a decree of declaration declaring the Plaintiffs as the rightful owners of the suit property i.e. First Floor of Property bearing no. NIL/14 AB, Malviya Nagar, new Delhi-110017

c) Pass a decree of permanent injunction restraining the Defendant No. 1 and Defendant No.2, their agents, attorneys and representatives from selling, assigning, alienating, creating third party interest or in any other manner transferring, mortgaging, leasing the Suit Property in favour of any third party"

6. The Second Party hereby acknowledges and admits that he was the borrower in respect of Loan Account No. 150200NC0000000063 from Punjab National Bank, Paharganj Branch.

7. Without prejudice, the First Party has already paid a sum of Rs.1,82,000/- (Rupees One Lakh Eighty Two Thousand Only) as part payment towards the One Time Settlement and the same has been accepted by the Punjab National Bank. Without Prejudice, the First Party has agreed to pay the remaining amount of Rs.7,28,000/- (Rupees Seven Lakhs Twenty Eight Thousand Only) to the Punjab National Bank, Paharganj Branch on behalf of Second Party towards full and final settlement of Loan Account No. 150200NC0000000063.

Rishabh Kumar
Usish *M. B. Suman* *Sourabh*

TRUE COPY



8. The Second Party hereby acknowledges and approves transfer of the aforesaid amount to Punjab National Bank on his behalf towards the satisfaction of Loan Account No. 150200NC0000000063 on behalf of Second Party.
9. It is expressly agreed and understood that the payment of the aforesaid amount by the First Party shall not be construed as an admission of liability, ownership dispute, or acknowledgment of any right, title, or interest of the Second Party in the Subject Property. The payment of the loan amount is only being done to bring a quietus to the dispute and end all litigation.
10. The Second Party and/or Third Party undertake that if he receives the Original Sale Deed dated 03.02.2006 from the Punjab National Bank, the Second Party will promptly hand over the same to the Plaintiffs.
11. The Second Party and Third Party hereby confirm and declare that they have not created and shall not create any charge, mortgage, lien, encumbrance, or third-party interest of any nature whatsoever over the Subject Property. The Second Party and Third Party further confirm that the Subject Property is free from any charge or encumbrance except the Loan Account No. 150200NC0000000063 with the Punjab National Bank, Paharganj Branch. The Second Party and Third Party further confirm and declares that neither they, nor their agents, heirs, representatives have sold the Subject Property to any other person.

Handwritten signatures and initials:
M. B. Suman
R. P. Sharma
S. P. Singh

TRUE COPY



12. The Fourth Party further states and confirms that the subject property is free from any charge, mortgage, lien, encumbrance, or third-party interest of any nature whatsoever over the Subject Property. The Fourth Party further confirms that the Subject Property is free from any charge or encumbrance.

13. The First Party confirms that it will not be pressing Prayer Clause (e) of CS(OS) No. 280 of 2017 titled as "Mrs. Lata Singh & Ors v Mr. Manbir Singh & Ors" which is as follows -

"An enquiry be made by this Hon'ble Court into the damages suffered by the Plaintiffs and a decree of such amount as may be adjudged to be the loss may be passed in favor of the Plaintiffs and against the Defendant No.3 and Defendant No.4 jointly and severally"

14. That the First Party is depositing a sum of Rs.9,10,000/- with the Punjab National Bank, Paharganj Branch towards the loan account taken on behalf of Second Party (Defendant No. 2). The said fact would be duly informed by the Second Party to the Bank and will request for the return of the title documents which were deposited at the time of seeking loan. The Second Party further agrees and undertakes to hand over the original title documents of the subject property to the First Party. In the alternative, on the fulfilment of the loan amount, the First Party agrees and undertakes to file an application before the Hon'ble Court to deposit

Leish...
M. B. S...
Request for...

TRUE COPY



the titled deeds of the subject property by Defendant No. 5 with the Hon'ble Court.

15. The Parties agree that this Agreement constitutes full and final settlement of all claims, disputes, demands, and causes of action, whether civil or otherwise, arising out of or in connection with the Subject Property and the matters referred to herein.
16. This Agreement shall be binding upon the Parties and their respective heirs, legal representatives, executors, administrators and assigns.
17. The Parties declare that they have read and understood the contents of this Agreement and have executed the same voluntarily, without any force, coercion, undue influence or misrepresentation.
18. By signing this Agreement, the parties hereto state that all the disputes and differences between them have been amicably settled qua the present suit, through the process of Mediation.
19. That the parties undertake to remain bound by this Settlement Agreement and to abide by the terms and conditions set out herein and not to dispute the same hereinafter in future.
20. The Settlement Agreement has been read over and explained to the parties in their **Vernacular** by the mediator and the respective counsel and the parties have agreed and understood the same.

Handwritten signatures and names:
Vishal T. M.B. Suman
Rishabh Pan
Sourabh

TRUE COPY



PARTIES' SIGNATURES

Mrs. Lata Singh for herself
And on behalf of Ms. Ashna Singh

FIRST PARTY

Tarun Singh

Mr. Manbir Singh
SECOND PARTY

THIRD PARTY
Mr. Santbir Singh

Mr. Rishabh Rana
For himself and on behalf of
Mrs. Sudha Rana
Ms. Saloni Rana

FOURTH PARTY

by
TRUE COPY



COUNSELS' SIGNATURES

Mansi

MS. MANSI SHARMA, ENROL NO. D/1886/2011
COUNSEL FOR THE FIRST PARTY

Charu

MS. CHARU KUMAR, ENROL NO. D/12320/2025
COUNSEL FOR THE SECOND AND THIRD PARTY

Ben

MR. BEN DANIEL MATHEW, ENROL NO. D/4575/2021
COUNSEL FOR THE FOURTH PARTY

Kajal Chandra
KAJAL CHANDRA
MEDIATOR

by
TRUE COPY

4. Defendant No.5, which is the Bank, is not a party to the above Settlement Agreement.
5. Confronted with the above, the learned Counsel for the Plaintiff prays for a short adjournment.
6. List on 22.04.2026 in the supplementary list.

SUBRAMONIUM PRASAD, J

APRIL 07, 2026

S. Zakir