

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

CIVIL APPEAL NO.4408/2024

BHANWAR LAL

APPELLANT(S)

VERSUS

SHANTANA PARERA (D) & ORS.

RESPONDENT(S)

O R D E R

1. The appellant challenges the judgment and order dated 26.05.2017 passed by the High Court of Judicature for Rajasthan, Bench at Jaipur, in S.B. Civil Second Appeal No.270 of 2016.

2. I.A.No.196356 of 2026 has been filed seeking deletion of the legal heir of respondent No.1. Upon perusal of the record, it is revealed that I.A.Nos.156204, 156203, 163576, 163577 and 163578 of 2023, which are applications relating to the substitution of deceased respondent No.1, are still pending.

3. I.A.Nos.156204, 156203, 163576, 163577 and 163578 of 2023 are allowed. I.A.No.196356 of 2026 also stands allowed. The Registry is directed to modify the cause title accordingly.

4. I.A.No.171259 of 2026, seeking to bring on record the

legal heirs of deceased respondent No.3 - Mahesh Kumar Chaddha, is allowed. The Registry is directed to modify the cause title accordingly.

5. I.A.No.229928 of 2026 (application for impleadment) stands rejected.

6. I.A.No.218127 of 2026 (Joint Application) has been filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908. The Settlement Agreement entered into between the parties to the instant *lis* has been duly signed by the parties as well as their respective counsel is placed on record.

7. Learned counsel for the parties submitted that all disputes and differences between the parties have been amicably resolved and that the parties have agreed to part ways on certain terms and conditions. Accordingly, appropriate and necessary orders may be passed in terms thereof.

8. We appreciate the efforts made by the learned counsel for the parties in assisting the parties in arriving at an amicable settlement.

9. The terms of the Settlement Agreement dated 30.06.2026 read as under:

" TERMS OF SETTLEMENT:

**1. FINAL SETTLEMENT OF LAND AND
EXTINGUISHMENT OF CLAIMS:**

1.1. The Respondent-Defendant-Second

Party have agreed to abandon their all legal rights together with all derivative claims, transfers, mutations, alienations and subsequent transactions arising therefrom qua the disputed Subject Land, derived under the sale deeds dated 01-05-1987, in favour of Appellant-Plaintiff-First Party and the Respondent-Defendant-Second Party accept and acknowledge the rights of the Appellant-Plaintiff-First Party which he derived under the Decree of Specific Performance dated 13-12-2013 passed by the Learned Additional Civil Judge (Senior Division) No. 1, Jaipur District, Jaipur in Civil Suit No. (69/1986) (88/ 1989) (52/ 1996) (03/2008) 20/2013 titled as "Bhanwar Lal V/s Jokhim Parera and others."

1.2. Respondent-Defendant-Second Party accept and acknowledge the agreement dated 08-11-1973 and that the Appellant-Plaintiff-First Party has a legal right to enforce the above referred decree of specific performance dated 13-12-2013 and has a legal right to get the sale deed executed by the Defendants of the above suit and to protect his possession over the Subject Land. Further the Appellant-Plaintiff-

First Party will have a right to have mutation of the land in his favour, in the Revenue records.

1.3. It is agreed between the Parties that Appellant-Plaintiff-First Party, deriving through the acknowledged rights over the Subject Land vested to Appellant-Plaintiff-First Party by para 1.1 and 1.2 above, has agreed to transfer and recognise M/s Adroit Sports Ventures LLP to have exclusive right of ownership of land admeasuring 3 Biga 10 Biswa (0.8500 hectare) comprising complete area of Khasra Nos. 276/688 (0.2150 hectare), 276/689 (0.4426 hectare), and part of Khasra No. 276 (0.2000 hectare out of total area of 0.8726 hectare) (herein after referred as "Settled Land") out of the Subject Land, as explicitly delineated in the map annexed to this Agreement as Annexure-C and M/s Adroit Sports Ventures LLP shall have the right to get the Settled Land transferred and/or registered from Appellant-Plaintiff-First Party.

1.4. Appellant-Plaintiff-First Party shall retain exclusive ownership and possession of 8 Biga and 1 Biswa comprising complete area of Khasra No. 275, 276/691, 274, 276/690 and

part of Khasra no. 276 (0.6726 hectare out of 0.8726 hectare) out of the Subject Land.

1.5. The Respondent-Defendant-Second Party explicitly record that they have no objection to this direct nomination, allocation, and transfer of Settled Land by Appellant-Plaintiff-First Party to M/s Adroit Sports Ventures LLP as described in para 1.3 above.

1.6. The Parties hereby agree and Appellant-Plaintiff-First Party confirms that M/s Adroit Sports Ventures LLP shall have exclusive ownership and possession over the Settled Land admeasuring 3 Biga 10 Biswa (0.8500 hectare) comprising complete area of Khasra Nos. 276/688 (0.2150 hectare), 276/689 (0.4426 hectare), and part of Khasra No. 276 (0.2000 hectare out of total area of 0.8726 hectare).

1.7. The Parties agree and declare that upon the Hon'ble Supreme Court recording this Settlement Agreement and passing an order/decreed in terms thereof, the Parties shall be deemed to have mutually, instantly, and irrevocably relinquished, waived, and extinguished any and all rights,

title, interest, and claims inconsistent with the allocations set out in para 1.3 to 1.6 above. The terms of the Settlement will take functional effect from the date of passing of order in the pending Civil Appeal Nos. 4408/2024 and 4409/2024.

1.8. The Appellant-Plaintiff-First Party shall have absolute right to enforce this Settlement through any competent court or authority over land admeasuring 8 Biga and 1 Biswa described in para 1.4 above.

1.9. The Appellant-Plaintiff-First Party and/or his legal heirs, successors, nominees, or transferees shall possess no right, title, claim, or interest of any nature whatsoever over the 3 Biga 10 Biswa (0.8500 hectare) of the Settled Land allocated to M/s Adroit Sports Ventures LLP.

1.10. The Appellant-Plaintiff-First Party hereby acknowledges, confirms, and undertakes to handover actual, vacant physical possession of the 3 Biga 10 Biswa (0.8500 hectare) comprising complete area of Khasra Nos. 276/688 (0.2150 hectare), 276/689 (0.4426 hectare), and part

of Khasra No. 276 (0.2000 hectare out of total area of 0.8726 hectare) to M/s Adroit Sports Ventures LLP on a mutually agreed date, date being no later than 5 days from this Settlement being recorded by the Hon'ble Supreme Court in pending Civil Appeal Nos. 4408/2024 and 4409/2024.

1.11. The Appellant-Plaintiff-First Party hereby agrees and confirms that it shall execute separate instrument, supplementary deed, conveyance, or declaration required by the revenue authorities to give effect to para 1.3 above in favour of M/s Adroit Sports Ventures LLP being the Acknowledging/Consenting Party to this Settlement Agreement. The Appellant-Plaintiff-First Party shall render full cooperation and provide all necessary assistance to ensure that the name of M/s Adroit Sports Ventures LLP is duly recorded in the revenue records (including the entry of mutations) as the lawful, and absolute owner in physical possession of Settled Land.

1.12. In case Appellant-Plaintiff-First Party fails to comply with para 1.11 above, decree shall be sufficient authority for mutation

and all consequential revenue entries. In the event of non-cooperation by Appellant-Plaintiff-First Party, the decree shall be executable for registration and implementation through the competent Tehsildar, Sub-Registrar, any revenue authority and/or Court.

1.13. To act upon this settlement/compromise, Power of Attorney holder of Respondent-Defendant-Second Party shall sign all joint applications, affidavits, consent statements, or pleadings required to be filed before the Hon'ble Supreme Court of India in the pending Civil Appeal Nos. 4408/2024 and 4409/2024. They further assure to appear in person and/or through designated Attorneys before the Court or any local authority as and when requested by the Appellant-Plaintiff-First Party to validate this compromise.

1.14. The Parties solemnly declare that upon the execution and judicial recording of this Agreement, all disputes, historical differences, and claims of whatsoever nature between them regarding the Subject Land shall stand completely,

finally, and permanently settled with no surviving cause of action remaining. The Parties explicitly undertake never to raise any dispute, claim, or legal objection in the future regarding the Subject Land or the Settled Land.

2. CONSEQUENCE OF NON-COMPLIANCE:

The Parties agree that upon recording of the present Settlement Agreement by the Hon'ble Supreme Court of India the present Settlement shall become final, binding, and irrevocable upon all Parties including M/s Adroit Sports Ventures LLP and persons claiming through them and in the event of any delay, obstruction, omission or non-compliance by any Party in implementation of the present Settlement the aggrieved Party shall be entitled to seek implementation, execution, mutation, possession, demarcation, specific performance, contempt, and all other remedies available in law before the Hon'ble Supreme Court of India or any competent court or authority; however, such breach or non-compliance shall not invalidate, rescind, terminate or render void the present Settlement nor revive any rights, claims, defences or

interests already relinquished, waived or extinguished under this Settlement Agreement, and the relinquishments, acknowledgments, waivers and estoppels contained herein shall continue to remain valid, binding and enforceable upon all Parties.

3. REPRESENTATIONS AND WARRANTIES:

3.1. Each Party represents and warrants that:

3.1.1. It has full right, authority, competence and legal capacity to enter into this Agreement;

3.1.2. The execution of this Agreement does not violate any law, contract or obligation binding upon it;

3.2. Appellant-Plaintiff-First Party assures and represents that there is no subsisting agreement, arrangement or claim inconsistent with this Settlement Agreement in respect of Settled Land. Appellant-Plaintiff-First Party further assures that no third-party rights exist or shall be created in future, and possession to be handed over of the Settled Land shall be free from all encumbrances, charges, liens or third-party interests.

4. MISCELLANEOUS:

4.1. This Agreement constitutes the entire understanding between the Parties and supersedes all prior arrangements;

4.2. No amendment, modification or variation shall be valid unless it is made in writing and duly signed by all Parties;

4.3. The Appellant-Plaintiff-First Party shall indemnify and keep indemnified M/s Adroit Sports Ventures LLP against any acts done by Appellant-Plaintiff-First Party in respect of the Settled Land against:

4.3.1. Any third-party claims;

4.3.2. Any encumbrances;

4.3.3. Any litigation arising out of acts prior to execution of this Agreement;

4.4. The Respondent-Defendants-Second Party shall indemnify and keep indemnified Appellant-Plaintiff-First Party against any acts done by them or through its Power of Attorney holder in respect of the Subject Land and in case any revenue liability arises out of those acts done prior to this Agreement will be cleared by Respondent-Defendants-Second Party

only or shall be recoverable from Settled Land.

4.5. The Parties agree that in the event of any obstruction, resistance or interference during demarcation or possession, they shall be entitled to seek assistance from local administration, police authorities and revenue officials for implementation of this Agreement.

4.6. Each Party shall bear its own costs, expenses and legal fees in relation to the present proceedings and execution of this Agreement.

4.7. The Parties shall act in good faith and shall not do or omit to do any act which may defeat, delay or frustrate the implementation of this Settlement Agreement.

4.8. The Parties agree that this Agreement is being signed in Quadruple Originals bearing Stamp Paper Nos. IN-RJ88790355451889Y, IN-RJ88789872329480Y, IN-RJ88789329137281Y and IN-RJ88788635602475Y dated 29-06-2026 being one original for submission to Hon'ble Supreme Court and one

original each to Parties signing this Agreement.

5. REGISTRATION:

5.1. The Parties agree that if required under applicable law, this Agreement or any document pursuant hereto shall be duly stamped and/or registered, and Parties will bear their own costs and expenses for the same.

5.2. The Parties shall cooperate for execution of any further document(s), including conveyance, confirmation or declaration, if required to give full legal effect to this Settlement. "

10. In view of the above, the following directions are issued:

- i) All the legal proceedings pending *inter se* the parties, if any, shall stand closed;**
- ii) The impugned judgment/order dated 26.05.2017 shall stand modified in terms of the aforesaid settlement terms;**
- iii) Decree be drawn up accordingly;**
- iv) It goes without saying that all the parties shall continue to abide by the terms of the Settlement Agreement without any exception;**

v) The terms of the Settlement Agreement are binding upon the parties. The parties undertake to abide by the same; and

vi) The parties, through their learned counsel present in Court, have been made aware of the consequences of breach of such terms, including the initiation of contempt proceedings.

11. Accordingly, I.A.No.218127 of 2026 is allowed and the present appeal stands disposed of.

12. Pending application(s), if any, shall stand disposed of.

.....J.
(SANJAY KAROL)

.....J.
(SANJEEV SACHDEVA)

NEW DELHI
14-08-2026

ITEM NO.47

COURT NO.7

SECTION XV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s).4408/2024

BHANWAR LAL

APPELLANT(S)

VERSUS

SHANTANA PARERA (D) & ORS.

RESPONDENT(S)

[ONLY IA NO. 218127/2026 IS LISTED UNDER THIS ITEM]
IA No. 218127/2026 - COMPROMISE

Date : 14-08-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KAROL
HON'BLE MR. JUSTICE SANJEEV SACHDEVA

For Appellant(s) : Ms. Kiran Suri, Sr. Adv.
Mr. Anuj Bhandari, AOR
Mr. Ravi Bhojak, Adv.
Mr. Anuj Bhandari, Adv.

For Respondent(s) :

Mr. Rishi K Awasthi, Adv.
Mr. Piyush Vatsa, Adv.
Mr. Amit V Awasthi, Adv.
Mr. Rahul K Gupta, Adv.
Mr. Punit Vinay, AOR

Mr. Sumit Teterrwal, AOR
Mr. Samrat Pasriccha, Adv.

Upon hearing the counsel the Court made the following
O R D E R

1. The main appeal is taken on the Board.
2. I.A.No.218127 of 2026 is allowed and the appeal stands disposed of in terms of the signed order, which is placed on the file.

3. Pending application(s), if any, shall stand disposed of.

**(D. NAVEEN)
COURT MASTER (SH)**

**(ANU BHALLA)
COURT MASTER (NSH)**