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(2025) 12 DEL CK 0013

Delhi HC

Case No: RFA No. 403 Of 2015

Hari Singh

APPELLANT

Vs

Kitabo Devi

RESPONDENT

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**Date of Decision:** Dec. 15, 2025

**Hon'ble Judges:** Mini Pushkarna, J

**Bench:** Single Bench

**Advocate:** G.D. Parashar, Shanta Parashar, Satish Vijay, Lalit Bhargava, Aryan Yadav,  
Ritika Yadav, A.K. Pandey, Ayushi Pandey

**Final Decision:** Disposed Of

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### Judgement

Mini Pushkarna, J

1. The present appeal has been filed seeking setting aside of the judgment and decree dated 23rd March, 2015, passed by the Additional District Judge (ADJ)-02, South-West District, Dwarka Courts, New Delhi in Suit No. 885/2012, titled as **Sh. Hari Singh Versus Smt. Kitabo Devi**.

2. The impugned judgment emanates from a suit for specific performance filed on behalf of the appellant with respect to property bearing **No. B-155, Village Matiyala, colony known as Mansa Ram Park, Uttam Nagar, Delhi- 110059**.

3. As recorded in the last order dated 15th November, 2025, the following had transpired between the parties:

xxx xxx xxx

**3. During the course of the arguments, learned counsel appearing for the appellant pleaded that the appellant has paid a sum of Rs. 4,50,000/- to the respondent. However, during the course of cross-examination of the respondent-Ms. Kitabo Devi, she has admitted to payment of only Rs. 2,50,000/-. The other amounts, as alleged to have been paid to the respondent, have been denied by the respondent by denying the signatures on the receipts.**

**4. The evidence on record shows that the said signatures of the respondent on the alleged receipts for further payments have not been proved before the learned Trial Court.**

**5. Accordingly, this Court specifically put to the counsel for the respondent that since the respondent has already admitted to receipt of payment of Rs. 2,50,000/-, which amount was received in the year 2012, as to whether the respondent was ready to return the admitted amount.**

**6. Further, this Court was also of the view that since the said amount of Rs. 2,50,000/- was received by the respondent in the year 2012, a lump sum amount of Rs. 3,00,000/- would be paid back to the appellant herein.**

**7. Learned counsel appearing for the appellant has taken instructions from husband of the respondent, i.e., Mr. Kapoor Singh, who is present in Court and upon such instructions, has stated that the respondent shall return an amount of Rs. 3,00,000/- to the appellant. However, he seeks some time for doing the needful.**

**xxx xxx xxx**

(Emphasis Supplied)

4. Thus, in the aforesaid terms, during the course of hearing, settlement was reached between the parties with regard to return of Rs. 3 Lacs by the respondent to the appellant, as full and final settlement of all the disputes between the parties.

5. Today, learned counsel appearing for the respondent has brought before this Court a Demand Draft No. 529938 dated 11th December, 2025 for a sum of Rs. 3 Lacs drawn on Punjab National Bank, Uttam Nagar, New Delhi in favour of Hari Singh.

6. The aforesaid Demand Draft has been handed over by learned counsel appearing for the respondent to the appellants counsel, who has handed over the same to the appellant, who is present in Court.

7. Accordingly, statement of both the parties is recorded that the dispute between the parties arising out of the judgment and decree dated 23rd March, 2015 passed by ADJ-02, South West District, Dwarka Courts, New Delhi in Suit No. 885/2012, stands fully settled, in terms thereof. The impugned judgment and decree is modified accordingly.

8. At this stage, learned counsel appearing for the appellant prays for refund of Court Fees.

9. Considering the fact that the parties have settled the dispute before this Court during the course of hearing, the Registry of this Court is directed to issue a certificate in favour of the appellant, for refund of Court Fees to the extent of 50%.

10. With the aforesaid directions, the present appeal is accordingly disposed of.