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

CNR No. DLHC010181992019

+ **TEST.CAS. 26/2019, I.A. 21537/2023, I.A. 3070/2025, O.A. 116/2023**

SUDHA JAIN

.....Petitioner

Through: **Mr. Saurabh D. Karan Singh, Ms. Kanika Jain and Ms. Mahima Massey, Advocates along with Petitioner**

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: **Mr. Pranav Jain and Mr. Tanish Manuja, Advocates for Respondent no. 2,4,5,7,8 and 9**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

18.08.2026

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1. Learned Counsel for the Petitioner seeks permission to withdraw the present petition on the ground that the parties have amicably settled the matter in terms of Settlement Agreement dated 24.07.2025.
2. The Petitioner is present in Court today. She states that the Settlement Agreement has been entered into between the parties before the Delhi High Court Mediation & Conciliation Centre.
3. The entire Settlement Agreement dated 24.07.2025 is made a part of this Order. The Settlement Agreement reads as under:-



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

Date: 24.07.2025

M & C File No. 392/25 + 393/2025

Case No. CS (OS) 227/2019 & Test Cas 26/2019

Sudha Jain & Ors. Vs. Mr. Arun Kumar Jain & Ors.

Sudha Jain Vs. State of NCT of Delhi & Ors.

SETTLEMENT AGREEMENT

This Settlement Agreement is executed at New Delhi on 24th day of July, 2025.

AMONGST

1. **MRS. SUDHA JAIN**, W/o Mr. Munesh Kumar Jain, aged about 60 years, resident of B-69, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007, presently residing at 2/6, Under Hill Lane, Civil Lines, Delhi-110054.

(hereinafter referred to as 'PARTY OF THE FIRST PART') which term shall mean and include her heirs, successors, executors, administrators, legal representatives and assigns.



AND

2. **MRS. SHILPI JAIN**, W/o Mr. Mohit Jain, aged about 43 years, resident of A-18, Second Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007.
- 2.1 **MRS. NIDHI JAIN**, w/o Mr. Nipun Jain, aged about 41 years, resident of A-18, Second Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007

(hereinafter collectively referred to as 'PARTIES OF THE SECOND PART') which term shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns.

AND

3. **MRS. KAUSHALYA DEVI JAIN**, W/o Late Mr. Balwant Rai Jain, aged about 95 years, resident of A-18, Ground Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through her Constituted Attorney Mr. Atul Jain, authorized vide Authority Letter / Authorisation dated 24.07.2025; the same is annexed hereto as **ANNEXURE – 1** (hereinafter referred to as 'PARTY OF THE



THIRD PART'/ 'CONSENTING PARTY 1') which term shall mean and include her heirs, successors, executors, administrators, legal representatives and assigns.

AND

4. **MR. MUNESH KUMAR JAIN** S/o Late Mr. Balwant Rai Jain, aged about 65 years, resident of B-69, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007, presently residing at 2/6, Under Hill Lane, Civil Lines, Delhi-110054;
- 4.1 **MR. NAMAN JAIN** s/o Mr. Munesh Kumar Jain, aged about 32 years, resident of B-69, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007, presently residing at 2/6, Under Hill Lane, Civil Lines, Delhi-110054

(hereinafter collectively referred to as '**PARTIES OF THE FOURTH PART'**') which term shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns.



5. **MR. ARUN KUMAR JAIN**, S/o Late Mr. Balwant Rai Jain, aged about 72 years, resident of A-18, Ground Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007.
- 5.1 **MRS. RENU JAIN**, W/o wife of Mr. Arun Kumar Jain, aged about 70 years, resident of A-18, Ground Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through her Constituted Attorney Mr. Arun Kumar Jain, authorized vide Authority Letter / Authorisation dated 24.07.2025; the same is annexed hereto as **ANNEXURE-2**.
- 5.2 **MR. MOHIT JAIN**, S/o son of Mr. Arun Kumar Jain, aged about 48 years, resident of A-18, Second Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007.
- 5.3 **MR. NIPUN JAIN**, S/o Mr. Arun Kumar Jain, aged about 45 years, resident of A-18, Second Floor, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007.
- 5.4 **MR. ATUL JAIN**, S/o Late Mr. Balwant Rai Jain, aged about 66 years, resident of A-21, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007.



- 5.5 **MRS. SHIKSHA JAIN**, w/o Mr. Atul Jain, aged about 62 years, resident of A-21, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through her Constituted Attorney Mr. Atul Jain, authorized vide Authority Letter / Authorisation dated 24.07.2025;; the same is annexed hereto as **ANNEXURE-3**.
- 5.6 **MR.VAIBHAV JAIN**, s/o Mr. Atul Jain, aged about 39 years, resident of A-21, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through his Constituted Attorney Mr. Atul Jain, authorized vide Authority Letter / Authorisation dated 24.07.2025; the same is annexed hereto as **ANNEXURE-4**.
- 5.7 **MR.ATISHAY JAIN**, s/o Mr. Atul Jain, aged about 38 years, resident of A-21, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through his Constituted Attorney Mr. Atul Jain, authorized vide Authority Letter / Authorisation dated 24.07.2025; the same is annexed hereto as **ANNEXURE-5**.
- 5.8 **MRS. KRITI JAIN**, w/o Mr. Atishay Jain, aged about 37 years, resident of A-21, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 acting through her Constituted Attorney Mr. Atul Jain,



authorized vide Authority Letter / Authorisation dated 24.07.2025;
the same is annexed hereto as ANNEXURE-6.

(hereinafter collectively referred to as '**PARTIES OF THE FIFTH PART**') which term shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns.

AND

6.1 **MR. AJAY JAIN**, s/o Late Mr. Balwant Rai Jain, aged about 70 years, resident of 5/13A, Roop Nagar, Delhi-110007,

6.2 **MR. RAJESH KUMAR JAIN**, s/o Late Mr. Balwant Rai Jain, aged about 68 years, resident of D-14, Pushpanjali Enclave, New Delhi-110034,

(hereinafter collectively referred to as '**CONSENTING PARTY Nos. 2 and 3**') which term shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns.

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Mr. Arun Kumar Jain, Smt. Renu Jain, Mr. Nipun Jain, Mr. Mohit Jain, Mrs. Nidhi Jain and Mrs. Shilpi Jain are collectively referred to hereinafter as 'Arun Kumar Jain's Family'.

Mr. Atul Jain, Smt. Shiksha Jain, Mr. Vaibhav Jain, Mr. Atishay Jain and Ms. Kriti Jain are collectively referred to hereinafter as 'Atul Jain's Family'.

Mr. Munesh Jain, Smt. Sudha Jain and Mr. Naman Jain, are collectively referred to hereinafter as 'Munesh Jain's Family'.

The Party of the First Part, Parties of the Second Part; Party of the Third Part, Parties of the Fourth Part and Parties of the Fifth Part are collectively referred to as '**Parties**' and individually as '**Party**'.

1. **WHEREAS**, the Parties to the present Agreement are related through family in as much as they are children (including daughter-in-laws) / grandchildren (including granddaughter-in-laws) of Late Shri Balwant Rai Jain.



2. **AND WHEREAS**, Late Shri Balwant Rai Jain was married to Smt. Kaushalya Devi Jain with whom he had 5 sons viz. Mr. Arun Kumar Jain, Mr. Ajay Jain, Mr. Rajesh Kumar Jain, Mr. Atul Jain and Mr. Munesh Kumar Jain.

3. **AND WHEREAS**, Late Shri Balwant Rai Jain passed away on 27th October, 2018. He is succeeded by the following **Class I Legal Heirs**:

- (i) Smt. Kaushalya Devi Jain (Wife); and
- (ii) Mr. Arun Kumar Jain, Mr. Ajay Jain, Mr. Rajesh Kumar Jain, Mr. Atul Jain and Mr. Munesh Kumar Jain (5 sons)

Hereinafter collectively referred to as 'Class I Legal Heirs of Late Shri Balwant Rai Jain'.

4. **AND WHEREAS**, Late Shri Balwant Rai Jain's estate primarily consists of the following assets, which were his separate and self-acquired properties:

- (i) Immoveable property bearing No. A-18, C.C. Colony, Opposite Rana Pratap Bagh, Delhi-110007 admeasuring 300



sq. yds. having a superstructure constructed thereon having three floors i.e. ground, first and second [hereinafter 'Subject Property']; and

- (ii) Bank account bearing Account No. 10442015103 maintained with the State Bank of India at Rana Pratap Bagh branch [hereinafter 'Subject Bank Account'].

5. **AND WHEREAS**, during his lifetime, Late Mr. Balwant Rai Jain had executed the following testamentary documents in form a Will:

- (i) Registered Will dated 29.04.2009 bearing Registration No.583 in Addl. Book No.III, Vol. No.59 at pages 111 to 113 registered with the Sub-Registrar-VIA, Pitampura, Delhi [hereinafter referred to as 'Will No.1'] whereby the Party of the First Part was bequeathed the First Floor of the Subject Property and the Parties of the Second Part were bequeathed the ground and the second floor of the Subject Property jointly. The Will No.1 further records the bequest of all movables and a right of residence in the Subject Property in favour of Mrs. Kaushalya Devi Jain i.e, Party of the Third Part; and



(ii) Registered Will dated 01.10.2018 bearing Registration No.1869 in Addl. Book No.III, Vol. No.572 at pages 69 to 71 registered with the Sub-Registrar-VIA, Pitampura, Delhi [hereinafter referred to as 'Will No.2'] whereby the Parties to the Second Part were bequeathed the entire Subject Property jointly. The Will No.2 further records a right of residence in the Subject Property and a right to collect and apply for charity all movables in favour of Mrs. Kaushalya Devi Jain i.e., the Party of the Third Part.

6. **AND WHEREAS**, basis the Will No. 1, the Party of the First Part namely Mrs. Sudha Jain (wife of the youngest son of Late Mr. Balwant Rai Jain) instituted the following proceedings before this Hon'ble Court:

(i) Test Cas. No. 26 of 2019 *titled* 'Sudha Jain v. State of NCT of Delhi & Ors. was instituted on 09.04.2019 seeking letters of administration in respect of the portion bequeathed to her under the Will No. 1 [hereinafter '**Testamentary Petition for Will No.1**'];



(ii) C. S. (OS) No. 227 of 2019 titled *Sudha Jain & Ors. v. Arun Kumar Jain & Ors.* instituted on 27.04.2019 *inter alia* seeking injunction against the Defendants therein from obstructing the passage of the Plaintiffs from ingress and egress from the first floor of the Subject Property along with a prayer for damages [hereinafter '**Injunction Suit**'].

7. **AND WHEREAS**, basis the Will No. 2, the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain have instituted Test Cas. No. 56 of 2025 titled '*Shilpi Jain & Anr. v. State of NCT of Delhi & Ors.*' seeking Grant of Letters of Administration under the Will No. 2 [hereinafter '**Testamentary Petition for Will No.2**'];

8. **AND WHEREAS**, the Parties of the Second Part and Third Part (accompanied with Mr. Arun Kumar Jain, Renu Jain, Mohit Jain and Nipun Jain) have filed objections in the Testamentary Petition for Will No.1 relying upon the Will No. 2 (which is subsequent in time to the Will No. 1). In response thereto, the Party of the First Part has filed objections against the Will No. 2.



9. **AND WHEREAS**, the Testamentary Petition for Will No.1 and the Injunction Suit are still at the stage of completion of pleadings, whereas Notice has been issued in the Testamentary Petition for Will No.2. Issues have not yet been framed in any of the matters.
10. The first floor of the Subject Property had been in the possession of the Parties of the First and Fourth Part uptill 04.05.2025. The Ground and the Second Floor of the Subject Property is in the joint possession and occupation of the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain as well as Mr. Arun Kumar Jain, Mrs. Renu Jain, Mr. Mohit Jain and Mr. Nipun Jain.
11. That vide order dated **06.02.2025**, passed by Hon'ble Delhi High Court in **CS(OS)227 of 2019** and **TEST.CAS. 26 of 2019** the Parties were referred to the Delhi High Court Mediation and Conciliation Centre. Further, vide same order dated **06.02.2025**, the Hon'ble Court requested '**Mr. Maninder Singh, Senior Advocate**' to assist the parties as the Ld. Mediator; to which appointment the Parties had consented.



Pursuant thereto, the Parties have attended the mediation proceedings on various dates during which the parties interacted with each other in the presence of the Mediator.

The parties, with the assistance of the Mediator and pro-active participation of their respective counsels have arrived at the settlement agreement, the terms whereof are detailed hereinbelow:-

THIS SETTLEMENT AGREEMENT WITNESSETH AS UNDER:

Settlement Terms in relation to the Subject Property and Will No.2:

12. It is agreed between the Parties that Party of the First Part *namely* Mrs. Sudha Jain shall be entitled to receive an amount of Rs.21,60,000/- (Rupees Twenty-One Lakhs and Sixty Thousand only) from the Party of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain in full and final settlement towards her entitlement / disputed rights being adjudicated upon in the Testamentary Petition No. 26/2019 as well as the Injunction Suit being CS (OS) 227/2019.



13. It is further agreed between the Parties that, in lieu thereof, the Party of the First Part *namely* Mrs. Sudha Jain would withdraw the Testamentary Petition No. 26/2019 and the Parties of the First and Fourth Part shall handover the physical, vacant and peaceful possession of the First Floor of the Subject Property to the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain.
14. It is further agreed between the Parties that the Parties of the First and Fourth Part jointly with the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain shall file an Application in the Injunction Suit being CS (OS) 227/2019 seeking disposal / decree of the same in the terms of the present Settlement Agreement.
15. It is further agreed and acknowledged between and by the Parties that other than the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain, no other Party shall have any rights or interests in the Subject Property in any manner whatsoever.
16. It is further agreed and acknowledged between and by the Parties that the Will No. 2 is the last and final will of Late Mr. Balwant Rai Jain for all purposes whatsoever and none of the Parties shall claim



any right / interest / entitlement in the estate of Late Mr. Balwant Rai Jain except for and in the manner as provided in the Will No. 2.

17. It is further agreed and acknowledged between and by the Parties that all Parties have no objection to the grant of Letters of Administration in favour of the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jainas prayed for in Test Cas. No. 56 of 2025 titled '*Shilpi Jain & Anr. v. State of NCT of Delhi & Ors.*'. The Class I Legal Heirs of Late Sh. Balwant Rai Jain (Respondent Nos.2 to 7 in Test Cas. No. 56 of 2025) as well as the Party of the First Part, namely Mrs. Sudha Jain (Respondent Nos. 8 in Test Cas. No. 56 of 2025) shall give No-Objection affidavits to be filed in Test. Case No. 56 of 2025 in support of the Petition preferred by Mrs. Shilpi Jain and Mrs. Nidhi Jain and also have no objection to the present Settlement Agreement being filed and relied upon by Mrs. Shilpi Jain and Mrs. Nidhi Jain in support of their Petition seeking grant of Letters of Administration.

18. It is further agreed that all Parties have no objection if the amounts kept in the Account bearing Account No. 10442015103 in the name



of Late Mr. Balwant Rai Jain, maintained with the State Bank of India at Rana Pratap Bagh branch are released in favour of the Party of the Third Part *namely* Mrs. Kaushalya Devi Jain directly or through the Grant of Letters of Administration as sought for in TEST Case No. 56 of 2025. All Parties undertake that they shall give 'No Objection Certificates' or any other document that may be required to facilitate such release.

19. It is further agreed between the Parties that the Party of the Third Part *namely* Mrs. Kaushalya Devi Jain shall be entitled to have all movables including the furniture, electronics etc. in the Subject Property (whether described herein or not) belonging to Late Mr. Balwant Rai Jain.

Manner and timeline of performance of the Settlement Terms in relation to the Subject Property and Will No.2:

20. Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain shall pay an amount of Rs. 21,60,000/- (Rupees Twenty-One Lakhs Sixty Thousand only) to the Party of the First Part *namely*



Mrs. Sudha Jain on the date of signing of the present Settlement Agreement i.e. on 24.07.2025 in the following manner:-

- a) An amount of Rs.16,60,000/- (Rupees Sixteen Lakhs and Sixty Thousand Only) is being transferred to the Party of the First Part by way of an online transfer bearing UTR No. IDFB520544476968 today at the time of signing of the present Settlement Agreement.
- b) An amount of Rs. 2,50,000/-(Two Lakh Fifty Thousand Rupees Only) by way of a Cheque bearing Cheque No. 000082 has been issued by Mrs. Shilpi Jain in favour of the Party of the First Part.
- c) An amount of Rs.2,50,000/-(Two Lakh Fifty Thousand Rupees Only) by way of a Cheque bearing Cheque No. 307271 has been issued by Mrs. Nidhi Jain in favour of the Party of the First Part.

Party of the First Part *namely* Mrs. Sudha Jain acknowledges having received an amount of Rs. 16,60,000/- (Rupees Sixteen Lakhs and Sixty Thousand Only) as stated above as well as two cheques for an amount of Rs.2,50,000/-(Two Lakh Fifty Thousand Rupees Only)



each mentioned in S.No.1(b) and (c) above. The party of the Second Part assures that the cheques mentioned in S.No. 1(b) and (c) above shall be honored upon their presentation for encashment.

21. Parties of the First and Fourth Part have handed over the physical, peaceful and vacant possession of the First Floor of Subject Property to the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain on 04.05.2025 in respect of which a possession letter has been executed between them and annexed to this Agreement as **ANNEXURE-7.**

Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain acknowledge having received the physical, vacant and peaceful possession of the first floor of the Subject Property.

22. The Joint Application to be filed in the Injunction Suit being CS (OS) 227/2019 seeking disposal/decreed of the same in the terms of the present Settlement Agreement shall be filed by the concerned Parties within 20 days of signing the present Settlement Agreement.
23. Test Cas. No. 26 of 2019 *titled* 'Sudha Jain v. State of NCT of Delhi & Ors. (i.e., Testamentary Petition for Will No.1) shall be



withdrawn by the Party of the First Part within 20 days of signing the present Settlement Agreement.

24. The Class I Legal Heirs of Late Sh. Balwant Rai Jain as well as the Party of the First Part, namely Mrs. Sudha Jain shall file No-Objection affidavits in Test. Case No. 56 of 2025 in support of the Petition preferred by Mrs. Shilpi Jain and Mrs. Nidhi Jain within 20 days of signing of the present Settlement Agreement. The Class I Legal Heirs of Late Sh. Balwant Rai Jain as well as the Party of the First Part, namely Mrs. Sudha Jain further agree to appear before the Hon'ble High Court of Delhi either personally or through a representative, as and when required, in order to support the claim of Mrs. Shilpi Jain and Mrs. Nidhi Jain made in Test. Case No. 56 of 2025.
25. It is further agreed that upon execution of the present Settlement Agreement, Munesh Kumar Jain's Family shall have no further claims/ disputes/ reliefs of any nature against Arun Kumar Jain's Family or against Atul Jain's Family in relation to the Subject Property.



26. Party of the First Part *namely* Mrs. Sudha Jain agrees to sign transfer documents for the transfer of existing electricity connection in her name in favor of the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain.
27. Party of the First Part *namely* Mrs. Sudha Jain further agrees to pay any charges of electricity bill outstanding / accrued till 31.03.2025. It is further agreed that any charges on account of de-energized electricity meter will also be paid by Party of the First Part Mrs. Sudha Jain to regularize the connection for transfer of the same in the name of Party of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain.
28. Party of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain acknowledge that no amounts are due or payable by Party of the First Part *namely* Mrs. Sudha Jain on account of property tax or water bill charges.

Miscellaneous Terms, Representations and Assurances:

29. Party of the First Part *namely* Mrs. Sudha Jain and her family members have removed all belongings from the first floor of the



Subject Property prior to handing over the possession of the same to Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain. The furniture / fixture, if any, remaining in the first floor of the Subject Property can be used / disposed of by the Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain in any manner they deem fit.

30. Party of the First Part *namely* Mrs. Sudha Jain, Party of the Third Part *namely* Mrs. Kaushalya Devi Jain as well as Mr. Arun Kumar Jain, Mr. Ajay Jain, Mr. Rajesh Jain, Mr. Atul Jain and Mr. Munesh Kumar Jain agree and acknowledge the Will No. 2 to be the last and final will / testament of Late Mr. Balwant Rai Jain.
31. Party of the First Part *namely* Mrs. Sudha Jain, Party of the Third Part *namely* Mrs. Kaushalya Devi Jain as well as Mr. Arun Kumar Jain, Mr. Ajay Jain, Mr. Rajesh Jain, Mr. Atul Jain and Mr. Munesh Kumar Jain assure that they shall provide No - Objection Certificates/ Affidavits in/or before any office in support of the bequest made in the Will No. 2 as may be requested for by Parties of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain. All Parties agree that the present Settlement Agreement may be read in



support of any such action/proceedings that may be initiated by Mrs. Shilpi Jain and Mrs. Nidhi Jain for title in the Subject Property.

32. Party of the First Part *namely* Mrs. Sudha Jain shall be entitled to Rs.500/- per day as damages, in event of dishonour of Cheque bearing No. 000082 or Cheque bearing No. 307271. The damages shall be calculated for such number of days during which the amount under the said cheque presented and dishonored remains unpaid. The Party of the First Part shall be entitled to proceed in terms of law to recover the said amount upon dishonor of the said cheques, in case, the amount under a dishonoured cheque is not paid within 20 days from the date of dishonour.

33. Party of the First Part *namely* Mrs. Sudha Jain shall only have money claim after signing of this Settlement Agreement and any default thereof by the Parties of the Second Part would not give rise to claiming rights in the Subject Property.

34. Parties of the First and Fourth Part agree that they have not created any encumbrance of any kind or sort in the first floor of the Subject Property.



35. Party of the First Part *namely* Mrs. Sudha Jain, Party of the Third Part *namely* Mrs. Kaushalya Devi Jain as well as Mr. Arun Kumar Jain, Mr. Ajay Jain, Mr. Rajesh Jain, Mr. Atul Jain and Mr. Munesh Kumar Jain confirm that they are not in possession of any original documents of title concerning the Subject Property. It is further agreed that, in future, if any such document is found to be in their possession the same shall be duly returned to Mrs. Shilpi Jain and Mrs. Nidhi Jain. It is further confirmed that any such document, if found in their possession in future, will not be mis-utilized in any manner whatsoever.

36. Party of the First Part *namely* Mrs. Sudha Jain confirms that she has not initiated any proceedings, in respect of the Subject Property – other than the Testamentary Petition No. 26/2019 and the Injunction Suit being CS (OS) 227/2019. It is further agreed that, if any of such proceedings are found to be pending, the same shall be deemed to be withdrawn upon the signing of the present Settlement Agreement.



37. Party of the Second Part *namely* Mrs. Shilpi Jain and Mrs. Nidhi Jain confirm that they have not initiated any other proceedings in respect of the Subject Property other than Test Case No. 56 of 2025. It is further agreed that if any other proceeding is found to be pending, the same shall be deemed to be withdrawn upon the signing of the present Settlement Agreement.
38. All parties shall perform their respective obligations and the default of the same would give rise to an action of contempt against the defaulting party.
39. The present Settlement Agreement has been executed by the Parties in sound disposing state of mind with their free will and consent and without any undue pressure, allurement or coercion. The terms of the present Settlement Agreement shall be binding on all Parties.
40. That the contents of the present settlement agreement have been explained to the parties in vernacular by their respective counsel and the mediator and all the parties have agreed to the same.



41. The Parties agree to bear their own costs and legal charges in connection with the litigation referenced in the recitals above and in connection with the negotiation of this Agreement.
42. By signing and executing this Settlement Agreement and subject to the fulfillment of the terms and conditions of the present Settlement Agreement, the parties hereto state that they have no further claims or demands whatsoever against each other and all their disputes and differences have amicably been settled qua the estate of Late Sh. Balwant Rai Jain arising out of Testamentary Petition for Will No.1 (Test. Case No. 26 of 2019), Injunction Suit (CS(OS) No. 227 of 2019) and Testamentary Petition for Will No.2 (Test Cas. No. 56 of 2025).
43. That the parties agree and undertake to be bound by and to abide by the terms of this Settlement Agreement. The parties further agree and undertake that they shall not rescind from or dispute this Settlement Agreement in future. That the parties undertake and agree to strictly and timely abide by the terms and conditions of this present



Settlement Agreement and that they shall not commit any breach or default.

4. The Learned Counsel for the Petitioner states that the Settlement Agreement has been signed by all the parties. It is stated by the Petitioner that she has entered into the Settlement Agreement without any coercion or undue influence and she has understood the contents of the Settlement Agreement. The statement is taken on record.
5. Accordingly, the petition is disposed of as withdrawn in terms of the Settlement Agreement along with all the pending application(s).

SUBRAMONIUM PRASAD, J

AUGUST 18, 2026

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