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

+ **CS(OS) 544/2022**

**RAJEEV WADHAWAN & ANR.**

**.....Plaintiffs**

Through: Mr. SK Gandhi, Mrs. Manjula Gandhi  
and Mr. Aman Kumar Yadav,  
Advocates along with Plaintiffs in  
person

versus

**RANJAN WADHAWAN & ANR.**

**.....Defendants**

Through: Mr. Vinit Trehan, Mr. Yash  
Srivastava, Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

% **08.07.2026**

**I.A. 17193/2026, I.A. 17206/2026**

1. The instant applications have been filed on behalf of the parties under Order XXIII Rule 3 of the CPC for disposal of the Suit in terms of the Settlement Agreement dated 09.04.2026.
2. The instant Suit has been filed for a declaration that the Plaintiffs are entitled to 1/3<sup>rd</sup> share each in property bearing No.D-34 (First Floor), Jangpura Extension, New Delhi-110014, and also for a decree for possession along with *mesne profits*.
3. Pending the Suit, the parties have entered into a Settlement Agreement dated 09.04.2026. The entire Settlement Agreement dated 09.04.2026 reads as under:-



*“This Settlement Agreement is entered into on 09th April, 2026.*

*BETWEEN*

*Mr. Rajeev Wadhawan (Aadhaar Card No. 2029 7117 6585), aged about 67 years, S/o late Mr. Manmohan Lal Wadhawan, R/O Pocket D-3, 3038, S.F., Vasant Kunj, New Delhi-110 070;*

*Smt. Dolly Goyal (Passport No. V3726679 and Aadhaar Card No. 4135 4843 5768), aged about 63 years, D/o late Mr. Manmohan Lal Wadhawan and W/O Mr. Vinay Goyal, permanent resident of BJ-132, Shalimar Bagh (West), New Delhi-110 088.*

*Hereinafter collectively referred to as "The First Party"*

*AND*

*Mr. Ranjan Wadhawan, aged about 70 years, S/o late Mr. Manmohan Lal Wadhawan, R/o 7402, Oakland Wood. Ct. Humble, Houston, Texas, USA, through his attorney Mr. Sanjay Wadhawan, S/o Sh. R.N. Wadhawan, R/o 53, Masjid Road, Jangpura, Bhogal, New Delhi, 110 014;*

*Mr. Sanjay Wadhawan (Aadhaar Card No. 5532-3817-9247), aged about 53 years, S/o Sh. R.N. Wadhawan, R/o 53, Masjid Road, Jangpura, Bhogal, New Delhi, 110 014.*

*Hereinafter collectively referred to as "The Second Party"*

*WHEREAS Mr. Rajeev Wadhawan, Smt. Dolly Goyal and Mr. Ranjan Wadhawan are the real siblings and children of Late Sh. Manmohan Lal Wadhawan.*



*AND WHEREAS Mr. Ranjan Wadhawan, who is settled in USA is being represented by Mr. Sanjay Wadhawan, who has been authorized by him through a power of attorney dated 10.11.2022 in his favour.*

*AND WHEREAS the First Party are the lawful owners of immovable property, namely D-34, First Floor with servant quarter on terrace of Second Floor, Jangpura Extension, New Delhi-110014 and bounded as under:*

|               |                        |
|---------------|------------------------|
| <i>EAST:</i>  | <i>Road/front lane</i> |
| <i>WEST:</i>  | <i>Road/front lane</i> |
| <i>NORTH:</i> | <i>Road/front lane</i> |
| <i>SOUTH:</i> | <i>Plot No.D-35</i>    |

*(hereinafter referred to as the "said property").*

*AND WHEREAS the said property was earlier owned by the late father of Mr. Rajeev Wadhawan, Smt. Dolly Goyal and Mr. Ranjan Wadhawan, in terms of Sale Deed dated 26.05.2015 having purchased from M/s Indiana Audio Equipment Co. Pvt. Ltd., which said document was duly registered in the office of Sub Registrar, Sub District V, New Delhi as Document No. 4969 in Book No. 1, Volume No. 13842 at pages 51-58 on 09.06.2015.*

*AND WHEREAS the said property was subsequently gifted by the late father of Mr. Rajeev Wadhawan, Smt. Dolly Goyal and Mr. Ranjan Wadhawan in favour of the First Party in terms of Gift Deed dated 01.04.2016 which was duly registered in the office of Sub Registrar, Sub District V(1), New Delhi as Document No. 159 in Book No. 1, Volume No. 7 at pages 66-70 on 05.04.2016.*

*AND WHEREAS the said property is in possession of the elder brother of the First Party namely Mr. Ranjan Wadhawan (who otherwise is settled in the USA) along*



with his associate, Mr. Sanjay Wadhawan.

*AND WHEREAS the First Party had initiated legal proceedings against their said elder brother namely Mr. Ranjan Wadhawan and also against Mr. Sanjay Wadhawan who are in possession of the said property. The legal proceedings instituted by the First Party against the Second Party include the following:*

*Table 1: Cases instituted by the First Party*

| <i>S. No.</i> | <i>Particulars</i>                                                                       | <i>Court</i>                            | <i>Next date</i>  |
|---------------|------------------------------------------------------------------------------------------|-----------------------------------------|-------------------|
| <i>1</i>      | <i>Rajeev Wadhawan &amp; Anr. v. Ranjan Wadhawan &amp; Anr., CS (OS) No. 544 of 2022</i> | <i>High Court of Delhi, New Delhi</i>   | <i>21.04.2026</i> |
| <i>2</i>      | <i>Rajeev Wadhawan v. State of NCT of Delhi, CT Case No. 1752 of 2022</i>                | <i>Saket District Courts, New Delhi</i> | <i>30.04.2026</i> |

*AND WHEREAS the Second Party has also instituted legal proceedings against the First Party, in respect of the said property, the details whereof is being tabulated herein under:*

*Table 2: Cases instituted by the Second Party*

| <i>S. No.</i> | <i>Particulars</i>                                                                            | <i>Court</i>                          | <i>Next date</i>  |
|---------------|-----------------------------------------------------------------------------------------------|---------------------------------------|-------------------|
| <i>1</i>      | <i>Rajeev Wadhawan &amp; Anr. v. Ranjan Wadhawan &amp; Anr., Counter Claim No. 20 of 2025</i> | <i>High Court of Delhi, New Delhi</i> | <i>21.04.2026</i> |



AND WHEREAS during the pendency of the said litigations, in order to buy peace and to avoid further litigations, notwithstanding anything contended/alleged by the respective parties, the parties herein have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences on the following terms and conditions:

**NOW THIS SETTLEMENT AGREEMENT WITNESS AS UNDER**

**1. That the First Party shall pay a sum of Rs. 66 Lakhs (Rs. 66,00,000/-) to the Mr. Ranjan Wadhawan (Second Party No. 1), as a one-time full and final settlement amount and discharge of all the claims, if any, of Mr. Ranjan Wadhawan (Second Party No. 1), in respect of the said property and/or all the inherited assets left behind by the deceased father of the First Party and Mr. Ranjan Wadhawan (Second Party No. 1) by means of a pay order/banker's cheque in favour of Mr. Ranjan Wadhawan (Second Party No. 1) before the Hon'ble High Court of Delhi and simultaneously the Second Party shall handover the physical and vacant possession of the said property to the First Party, by handing over the keys of the said property to the First Party before the Hon'ble High Court of Delhi. Thereafter, the Second Party shall cease to have any right, title, interest or claim of any nature whatsoever in the said property or any part thereof and the First Party being the absolute owner thereof shall have the absolute right to deal with their property in the manner, including to sell the same, as they deem fit.**

**2. That it has been further agreed between the Parties that all the movable assets belonging to the First Party and those of the deceased father of the First Party and Mr. Ranjan Wadhawan (Second Party No. 1), lying in the**



*said property, including the precious paintings, lifetime achievement award of the First Party's father, and other movable assets, the particulars whereof are set out in the table below, shall be handed over to First Party. The details of the said movable assets are as follows:*

| <i>S. No.</i> | <i>Details of the assets</i>                                                                                                                                             |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>1</i>      | <i>The lifetime achievement award of the First Party's father.</i>                                                                                                       |
| <i>2</i>      | <i>Painting of Lord Shiva with frame in carved wood with the name of Smt. Dolly Goyal written at the bottom right corner.</i>                                            |
| <i>3</i>      | <i>Painting of Guru Nanakji with his disciples namely Bala and Mardaana sitting on either side with the name of Smt. Dolly Goyal written at the bottom right corner.</i> |
| <i>4</i>      | <i>Large-sized Photograph of Son of Smt. Dolly Goyal at the age of 2 years, last hung in the corridor of the suit property.</i>                                          |
| <i>5</i>      | <i>Photograph of Smt. Dolly Goyal and her Husband, last hung in the corridor of the suit property.</i>                                                                   |
| <i>6</i>      | <i>Photograph of Son of Smt. Dolly Goyal and Daughter of Mr. Rajeev Wadhawan as toddlers, last hung in the corridor of the suit property.</i>                            |
| <i>7</i>      | <i>A Photograph of Sai Baba last hung in the corridor of the suit property.</i>                                                                                          |
| <i>8</i>      | <i>Appreciation letter granted by the Government of Afghanistan to Mr. Rajeev Wadhawan.</i>                                                                              |
| <i>9</i>      | <i>A Woollen Over Coat belonging to Mr. Rajeev Wadhawan.</i>                                                                                                             |
| <i>10</i>     | <i>A group photograph of Mr. Rajeev Wadhawan along with Prime Minister Shri. Narendra Modi.</i>                                                                          |

*3. That, apart from the movable properties specifically mentioned in the table in the foregoing paragraph, the remaining movable properties lying in the said property*



*shall be disposed of by Sanjay Wadhawan (Second Party No. 2), and the sale proceeds realised therefrom shall be divided between the First Party and Mr. Ranjan Wadhawan (Second Party No. 1) in the ratio of 2:1, i.e. First Party and Mr. Ranjan Wadhawan (Second Party No. 1) shall get 1/3rd share each.*

*4. That it has been further agreed by the Parties that the Maruti Suzuki Ciaz car bearing registration no. DL 14 CD 6621 owned by late father of the First Party and Mr. Ranjan Wadhawan (Second Party No. 1) and is presently in possession of the Sanjay Wadhawan (Second Party No. 2), shall be retained, owned and possessed by Sanjay Wadhawan (Second Party No. 2).*

*5. That it has been further mutually agreed between the Parties that they shall unconditionally withdraw all cases, complaints, proceedings, claims, counter claims and litigations presently pending and instituted by them against each other, including but not limited to those mentioned in the Table No. 1 and Table No. 2, and shall not hereafter defame each other before anyone, institute any fresh case, complaint, proceeding or litigation against each other in respect of the subject matter of the present dispute and/or matters forming part of the present settlement.*

***6. That during the pendency of the suit bearing No. CS (OS) No. 544 of 2022, the First Party, in I.A. No. 22652 of 2022, deposited with the Registrar General of this Hon'ble Court on 04.12.2023 a sum of Rs. 23,87,170.21/- by way of DD No. 708245 dated 02.12.2023, being the 1/3<sup>rd</sup> share out of the total amount of Rs. 71,61,510.63/- being the proceeds received from various bank accounts, mutual funds and other assets belonging to the deceased father of the First Party and Mr. Ranjan Wadhawan (Second Party No. 1). It has now been mutually agreed between the Parties that the***



***said amount of Rs. 23,87,170.21/-, along with accrued interest thereon, be released in favour of Mr. Ranjan Wadhawan (Second Party No. 1).***

*7. That the present compromise is final and binding upon the Parties and shall enure to the benefit of and bind their respective legal heirs, representatives, successors, assigns, agents and all persons claiming through or under them.*

*8. That Mr. Ranjan Wadhawan (Second Party No. 1) has also affirmed an affidavit dated 29.01.2026 and duly sworn before the Notary Public, State of Texas, USA, thereby inter alia authorizing Mr. Sanjay Wadhawan (Second Party No. 2) to negotiate, discuss, amicably settle the matter with the First Party and also undertaking to abide by and comply with all the terms and conditions of the Settlement so arrived at between the Parties.*

*9. That the present Settlement is being entered into by and between the parties to buy peace and out of their free Will and consent without any force, pressure and/or coercion from any quarter whatsoever.*

*10. The Parties also agree that they have understood the contents of the present Settlement Agreement and have consented to the same. The Parties agree to strictly adhere to the terms of the present Settlement Agreement and not to dispute the same ever in future.*

*11. The Parties also agree to present themselves or through their power of attorney holders/Authorized Representatives before the Hon'ble High Court of Delhi for confirming the terms of the present Settlement Agreement, virtually or physically, as the case may be."*

*(emphasis supplied)*



4. It is stated that in pursuance to the said Settlement Agreement dated 09.04.2026, a demand draft for the sum of Rs.66 lakhs has been handed over to the Defendant in Court by the Plaintiff. Paragraph 6 of the settlement agreement records that in the present Suit, a sum of Rs.23,87,170.21/- stands deposited with the Registry of this Court. It is stated that under the settlement agreement, the said amount is to be released to Defendant No.1.

5. This Court has perused the Settlement Agreement dated 09.04.2026. In the opinion of this Court the settlement agreement is lawful in nature. The application under Order XXIII Rule 3 of the CPC has been signed by the Plaintiffs and by the Defendants.

6. The Plaintiffs are present in Court today. Defendant No.2, who is also the power of attorney of Defendant No.1, is also present in Court today. The parties state that they have read and understood the contents of the settlement agreement dated 09.04.2026 and that the settlement agreement has been entered into without any coercion or undue influence. Both sides state that the settlement agreement would be fully implemented on the release of Rs.23,87,170.21/- which stands deposited with the Registry of this Court in favour of Defendant No.1.

7. Both parties state that they will abide by the settlement agreement and that they will cooperate with each other in ensuring that the agreement is implemented *in toto*.

8. In view of the fact that the agreement is lawful in nature, signed by both parties who are also present in Court and who also agree that the settlement agreement has been entered into without any coercion or undue influence, this Court is inclined to pass a decree in terms of the settlement. Let the decree sheet be drawn up accordingly.



9. In view of the fact that the parties have entered into the settlement, let the entire court fee be refunded to the Plaintiff in terms Section 16 of the Court Fees Act.
10. The suit is disposed of in terms of the settlement agreement along with pending application(s), if any.
11. The next date already fixed in the matter, i.e., 10.08.2026, stands cancelled.

**SUBRAMONIUM PRASAD, J**

**JULY 08, 2026**

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