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

+ **FAO(OS) 243/2016 & CM No.29424/2016**

MUSKAN KOCHAR & ORS Appellants

Through Mr. Praveen Laroia, Adv.

versus

NEERU MALHOTRA & ORS Respondents

Through Mr. Tarun Diwan, Adv.

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

HON'BLE MR. JUSTICE ANIL KUMAR CHAWLA

ORDER

% **02.05.2017**

Settlement agreement dated 11.4.2017 between the appellant and the respondents has been received.

2. Namrita Kochar and Mehak Kochar daughters of Late Amit Kochar and Muskan Kochar are minors, their dates of birth being 17.11.2000 and 1.6.2004 respectively.

3. Namrita Kochar and Mehak Kochar being minors, the settlement agreement has been signed by their natural mother Muskan Kochar.

4. Father of Late Amit Kochar had filed CS(OS) No. 1114/2012 titled Mehar Chand vs. Muskan Kochar & Ors. relating to possession of property No.BQ-94, Shalimar Bagh, New Delhi. During the pendency of the said suit, Mehar Chand expired. Vipin Kochar, who is untraceable, and, Neeru Malhotra, who is daughter of Late Mehar Chand and Sachin Kochar have filed a Test Case No. 22/2013 titled Neeru Malhotra & Ors. vs. State & Ors. seeking probate of Will dated 20.6.2012 stated to have been executed by Late Mehar Chand.

5. The present appeal is directed against order dated 11.7.2016 in Test. case No.22/2013 Neeru Malhotra & Ors. vs. State and Ors., dismissing the application under Order IX rule 7 of the Code of Civil Procedure, 1908 filed by Muskan Kochar and minors Namrita Kochar and Mehak Kochar through their mother Muskan Kochar.

6. It may be noted that Muskan Kochar has got remarried to Pankaj Wadhwa.

7. During the pendency of the present appeal, the matter was referred to Delhi High Court Mediation and Conciliation Centre.

8. Pursuant to the said reference, the parties have settled their disputes vide settlement agreement dated 11.4.2017.

9. Rs.12,50,000/- each have been paid by way of demand drafts in favour of minor(s) Namrita Kochar and Mehak Kochar respectively. The said amount is to be kept in Fixed Deposits till the minors attain majority and a copy of the Fixed Deposit receipt is to be produced before the High Court within 15 days. During the course of hearing, Id. Counsel appearing for Muskan Kochar submits that two fixed deposits have been issued by Punjab National Bank for sum of Rs.12,50,000/- each in favour of Namrita Kochar and Mehak Kochar. The interest accrued on the Fixed Deposits is to be transferred into the account of Muskan Kochar, she being the mother and the natural guardian.

10. As per the settlement, the parties have accepted the Will dated 20.6.2012 stated to have been executed by Late Mehar Chand. It is obvious that the said Will had to be proved and established in Test. Case No. 22/2013 by leading evidence. Possession of the portion of

property No. BQ-94, Shalimar Bagh, New Delhi in occupation of Muskan Kochar has been handed over to Neeru Malhotra and Sachin Kochar son of Vipin Kochar.

11. The settlement agreement also records that the 2nd party i.e. Neeru Malhotra and Sachin Kochar S/o Vipin Kochar will not make any claim or assert right in plot No.9, Block-C, Khasra No.1303, Swaroop Nagar near Nathupura Village, admeasuring 100 sq. yds.

12. Parties have also agreed to abide by the terms and conditions set out in the settlement agreement. It is also pointed out by the counsel for the parties that Muskan Kochar and minors Namrita Kochar and Mehak Kochar, have already inherited the estate left behind by Late Amit Kochar. To this extent, there is no dispute.

13. Keeping in view the aforesaid factual aspects, we are of the opinion that the settlement agreement takes care, is in the interest of, and is beneficial to the minors namely, Namrita Kochar and Mehak Kochar. The advocate for the appellant confirms and accepts the said position. The Court grants leave to enter into the said compromise.

14. The settlement agreement between the parties is taken on record and the present appeal is disposed of in terms thereof and the observations made.

No orders as to costs.

SANJIV KHANNA, J

ANIL KUMAR CHAWLA, J

MAY 02, 2017/rc