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

+ **CS(OS) 61/2024 & I.A. 1640/2024, I.A. 10982/2024, I.A. 10988/2024, I.A. 10989/2024, I.A. 30518/2024, I.A. 31185/2024 & I.A. 32442/2024**

MINAKSHI SODIWALA & ANR.

.....Plaintiffs

Through: **Mr. Saurabh Seth, Ms. Neelam Deol,
Mr. Abhiroop Rathore, Advocates.**

versus

KARAN DEWAN AHUJA & ORS.

.....Defendants

Through: **Mr. Aakash Bajaj, Ms. Prerona
Banerjee and Ms. Arushi Yadav,
Advs. for D-1 & D-2
Ms. Niyati Kohli, Advocate for D-3
Ms. Arti Bansal and Ms. Suniti Singh,
Advocates for DDA.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

04.10.2024

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1. The present suit is one for partition with the following prayers:-

“(a) Pass a preliminary decree of partition with respect to the built up property bearing No.16-A/17, Khasra No. 1751/1147, Western Extension Area, Karol Bagh, New Delhi-110005 built on an area admeasuring 579.10 sq. mtrs. holding that the Plaintiffs have a 16.66% share each [totaling to 33%] therein;

(b) Pass a preliminary decree of partition with respect to the Property bearing No. 193, Golf Links, New Delhi holding that the Plaintiffs have a 16.66% share each [totaling to 33%] therein;



(c) Pass a preliminary decree of partition with respect to the Property bearing No. 194, Golf Links, New Delhi holding that the Plaintiffs have a 16.66% share each [totaling to 33%] therein;

(d) Pass a preliminary decree of partition with respect to the Property bearing Central Hall, Shop bearing Nos. 20 & 21, Khan Market, New Delhi holding that the Plaintiffs have a 16.66% share each [totaling to 33%] therein;

(e) Pass a preliminary decree of partition with respect to the Agricultural Land comprising of approximately 10.5 acres situated in Pataudi, Haryana comprised in Khewat Nos. 470/426, 1193/1097, 1373/1280, 1572/1473, 1572, 1903/1790, Khata Nos. 475, 1226, 1413, 1617, 1954 Rect. No. 138 Killa No. 9/2(3-0), 19(8-0). 10(8-0). 11(8-0), 12(8-0), 20/1(5-16) Rect. No. 137 Killa No. 6(8-0) 7/1(4-12). 14(9-0). 15(8-0). 16/1(5-16), 17/1(5-16) total measuring 82 Kanal 0 Marla holding that the Plaintiffs have a 16.66% share each [totaling to 33%] therein;

(f) Appoint a Local Commissioner to suggest mode of partition and upon receiving the report from the Local Commissioner, pass a final decree of partition with respect to the properties mentioned in Prayers (a) to (e) above;

(g) Pass a decree of declaration that the sale by the Defendant No. 1 and 2 in favour of Defendant No. 4 of the Built up property bearing No.16-A/17, Khasra No. 1751/1147, Western Extension Area, Karol Bagh, New Delhi-110005 built on an area admeasuring 579.10 sq. mtrs. is null, void and non est in law.

(h) Pass a decree of declaration that the mutation dated 04.07.2023 carried out by Defendant No. 5 in



respect of built up property bearing No.16-A/17, Khasra No. 1751/1147, Western Extension Area, Karol Bagh, New Delhi-110005 built on an area admeasuring 579.10 sq. mtrs. is null, void and non est in law;

(i) Pass a decree of mandatory injunction directing the Defendant No. 1 and 2 to restitute / refund the monies paid by Defendant No. 4 towards the purported sale of the property bearing No.16-A/17, Khasra No. 1751/1147, Western Extension Area, Karol Bagh, New Delhi-110005 built on an area admeasuring 579.10 sq. mtrs.

(j) Pass a decree of declaration that the alleged Wills dated 15.02.2007 purportedly executed by Late Mrs. Kiran Khanna are null, void, inoperative and non est in law;

(k) Pass a decree of declaration that the alleged Will dated 18.08.2004 purportedly executed by Late Sh. Laxmi Narain Ahuja is null, void and non est in law along all consequential steps taken in pursuance thereto in relation to the Property bearing No. 194, Golf Links, New Delhi;

(l) Pass a decree of declaration that the alleged Relinquishment Deeds dated 31.03.1981 and Gift Deed dated 31.03.1972 executed by Late Sh. D.P. Rai Ahuja in favour of Defendant No. 1 are null, void and non est in law along all consequential steps taken in pursuance thereto in relation to the Property bearing No. 193, Golf Links, New Delhi;

(m) Pass a decree of permanent injunction directing the Defendants, their agents, representatives, heirs or assigns from selling, alienating, encumbering or in any manner creating third party rights in the properties



mentioned in prayers (a) to (e) to the Plaintiff.

(n) Award the costs of the Suit to the Plaintiffs.

(o) Any such further orders as this Hon'ble Court may deem fit."

2. Pending the suit, the parties have entered into a memorandum family settlement dated 12.09.2024. The memorandum of family settlement reads as under:-

"MEMORANDUM OF FAMILY SETTLEMENT

This MEMORANDUM OF FAMILY SETTLEMENT ("Family Settlement Agreement") is made and executed at London / New Delhi on this 12th day of the month of September, 2024 ("Effective Date"):

By and Amongst:

Mrs. Minakshi Sodiwala, daughter of Late Ms. Kiran Khanna, having Passport Number 546138394 and residing at 9 Beech Avenue, London (hereinafter referred to as "Minakshi", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns);

AND

Mrs. Monica Rani Khanna, daughter of Late Ms. Kiran Khanna, having Passport Number 145587873 and residing at 21 Hamilton Way, London (hereinafter referred to as "Monica", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns);

AND

Mr. Davinder Khanna, son of Late Mr. DP Khanna, having Passport Number 518753004 and residing at 21 Hamilton Way, London (hereinafter referred to as "Davinder", which expression shall, unless repugnant



to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors and permitted assigns);

AND

Ms. Tia Sodiwala, daughter of Mrs. Minakshi and Mr. Vijay Sodiwala, having Passport Number 576499823 and residing at 9 Beech Avenue, London (hereinafter referred to as "Tia", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns);

AND

Ms. Talana Sodiwala, daughter of Mrs. Minakshi and Mr. Vijay Sodiwala, having Passport Number 124122171 and residing at 9 Beech Avenue, London (hereinafter referred to as "Talana", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns);

AND

Mr. Karan Dewan Ahuja, son of Late Mr. D.P. Rai Ahuja, having Permanent Account Number AAAPA3308F and residing at 193, Golf Links, New Delhi (hereinafter referred to as "Karan Dewan", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors and permitted assigns);

AND

Mr. Jaideep Ahuja, son of Mr. Karan Dewan Ahuja, having Permanent Account Number ADEPA2397R and residing at 193, Golf Links, New Delhi (hereinafter referred to as "Jaideep", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors and permitted assigns).



Each of Ms. Minakshi Sodiwala, Ms. Monica Rani Khanna, Mr. Davinder Khanna, Ms. Tia Sodiwala and Ms. Talana Sodiwala, as above, are hereinafter collectively referred to as "Party 1".

Each of Mr. Karan Dewan Ahuja and Mr. Jaideep Ahuja, as above, are hereinafter collectively referred to as "Party 2".

The abovementioned signatories to this Family Settlement Agreement are hereinafter collectively referred as "Parties".

RECITALS:

- A. WHEREAS Mr. Karan Dewan Ahuja and late Ms. Kiran Khanna are the son and daughter of late Mr. D.P. Rai Ahuja, respectively.*
- B. WHEREAS Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna are the daughters of late Ms. Kiran Khanna and are the nieces of Mr. Karan Dewan Ahuja. Mr. Davinder Khanna is the husband of Late Kiran Khanna and brother-in-law of Mr. Karan Dewan Ahuja. Ms. Tia Sodiwala and Ms. Talana Sodiwala are daughters of Mrs. Minakshi Sodiwala.*
- C. WHEREAS Mr. Jaideep Ahuja is the son of Mr. Karan Dewan Ahuja.*
- D. WHEREAS on 12th January 2024, Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna filed a suit titled CS (OS) No. 61 of 2024 ("Suit") before the Hon'ble Delhi High Court ("Delhi High Court") praying for partition, declaration, permanent and mandatory injunction against Party 2 with respect to the following properties:*



- (a) *Built up property bearing No. 16-A/17, Western Extension Area, Karol Bagh, New Delhi-110005 admeasuring 579.10 sq. meters. ("Karol Bagh Property");*
- (b) *Property bearing No. 193, Golf Links, New Delhi. ("193 Golf Links Property");*
- (c) *Property bearing No. 194, Golf Links, New Delhi. ("194 Golf Links Property");*
- (d) *Central Hall, Shop bearing Nos. 20 and 21, Khan Market, New Delhi ("Khan Market Property");*
- (e) *Agricultural Land comprising of approximately 10.5 acres situated in Pataudi, Haryana total admeasuring 82 Kanai O Marla ("Pataudi Property").*

(collectively, the "Subject Properties")

E. WHEREAS, by way of the Suit, Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna claimed shares in the Subject Properties through their mother i.e., late Ms. Kiran Khanna. Mr. Davinder Khanna supported the claims and contentions of Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna in the Suit.

F. WHEREAS, prior to the initiation of the Suit, the Karol Bagh Property was sold by Party 2 sometime in September, 2023 to one M/s Magnetic Infrastructure Private Limited and the Pataudi Property was sold sometime in September 2004.

G. WHEREAS, on 22nd May 2024, Party 2 filed before the Delhi High Court its Written Statement (along with supporting List of Documents) in



response to the Suit filed by the Party 1.

- H. WHEREAS the Suit and the IA are currently pending before the Delhi High Court and are slated to come up for hearing on 18th September 2024.*
- I. WHEREAS on 19th August 2024, on the auspicious occasion of Raksha Bandhan, for the closure of all litigations, disputes and other proceedings before any court or any authority between, or in relation to the Parties, as the case may be, the Parties entered into an oral agreement/understanding in respect of the Subject Properties ("Oral Agreement").*
- J. WHEREAS by way of the Oral Agreement, Party 1 agreed to fully and forever release, waive, relinquish and discharge any and all claims or actions (including the Suit) whatsoever (past, present and future) in relation to the Subject Properties and also agreed that Party 1 shall in no manner, ever raise any objection to the enjoyment of the Subject Properties which have always been enjoyed by Mr. Karan Dewan Ahuja or his representatives, agents, assignees or any one deriving right through Mr. Karan Dewan Ahuja. It was further agreed that Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna shall receive a sum of INR 21,60,00,000/- from Mr. Karan Dewan Ahuja on account of their interest in the family assets owned and held by late Mr. D.P. Rai Ahuja being the daughters of his daughter late Ms. Kiran Khanna which they were relinquishing by way of the Oral Agreement.*
- K. WHEREAS the Parties have now agreed to record in writing such Oral Agreement by way of the*



present Family Settlement Agreement so as to ensure that there are no misunderstandings about it in the future.

- L. WHEREAS Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna and the Party 2, shall also jointly move an application for recording of the consent terms and conditions under Order XXIII Rule 3 Code of Civil Procedure, 1908 before the Delhi High Court and the Family Settlement Agreement shall be annexed along with the said application in the pending suit bearing CS (OS) No. 61/2024 and that all Parties undertake to remain bound by the terms and conditions as agreed by way of the Oral Agreement and wholly and duly incorporated in the Family Settlement Agreement and the said suit shall be disposed of by passing a decree in terms of the consent terms as recorded in the latter.*
- M. WHEREAS the copy of the Family Settlement Agreement shall also be filed before such other competent authorities where any such complaint is pending for the withdrawal and/or closure of the same.*
- N. WHEREAS neither of the Parties to this Family Settlement Agreement nor any of their representatives, executors, assigns, heirs, successors, administrators, etc. would at any time, even in future, challenge these terms and conditions, on any ground, whatsoever, and/or in any manner, whatsoever, and would always remain bound by them.*

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL PROMISES, UNDERTAKINGS, OBLIGATIONS ETC. THE PARTIES HAVE AGREED VOLUNTARILY TO



LEGALLY BOUND THEMSELVES WITH THE FOLLOWING TERMS OF FAMILY SETTLEMENT AS UNDER:

1. FAMILY SETTLEMENT BETWEEN THE PARTIES

1.1. The Parties agree that the essence of this Family Settlement Agreement is to record the Oral Agreement between the parties and to accordingly settle all differences and misunderstanding and bring all litigations, disputes, differences and other proceedings between or in relation to the Parties, to an end.

1.2. The whole Oral Agreement by and between the Parties is being duly recorded in the present Family Settlement Agreement.

1.3. Voluntary Distribution

1.3.1. Each Party has agreed and undertaken to achieve closure of all litigations / disputes / other proceedings before any court or any authority between, or in relation to the other Parties pursuant to the terms of this Family Settlement Agreement, and that Karan Dewan Ahuja agreed to release to Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna an aggregate amount of INR 21,60,00,000/- ("Voluntary Distribution"), which shall be payable in their respective Non Resident Ordinary Accounts ("NRO Accounts").

1.3.2. The details of the NRO Account of Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna and the amounts to be



*transferred to their respective NRO
Accounts are set out below:*

<i>Name of Account Holder</i>	<i>Details of NRO Account</i>	<i>Amount to be transferred by Party 2</i>
<i>Mrs. Minakshi Sodiwala</i>	<i>A/C No. 006990400004198 IFSC Code: YESB0000069 Bank: Yes Bank Ltd Branch Name: New Friends Colony Swift Code: YESBINBB</i>	<i>12,96,00,000/-</i>
<i>Mrs. Monica Rani Khanna</i>	<i>A/C No: 006990400004201 IFSC Code: YESB0000069 Bank: Yes Bank Ltd Branch Name: New Friends Colony Swift Code: YESBINBB</i>	<i>8,64,00,000/-</i>

1.4 . That upon the execution of the Family Settlement Agreement, the Party 2 shall simultaneously transfer the Voluntary Distribution amount in accordance with Clause 1.3 above. The Parties shall on the same day of receiving the Voluntary Distribution amount jointly file a joint application / petition, in the form of Annexure 1 hereto ("Delhi High Court Application") for recording of the consent terms and conditions under Order XXIII Rule 3 Code of Civil Procedure, 1908 before the Delhi High Court and the Family Settlement Agreement shall be annexed along with the said application in the pending suit bearing CS (OS) No. 61/2024 and that all Parties undertake to remain bound by the terms and conditions as agreed by way of the Oral Agreement and duly incorporated in the Family Settlement Agreement and the said suit shall be disposed of by passing a decree in terms of the consent terms as recorded in the Family



Settlement Agreement. Each individual member which constitutes Party I has consented to the same. Each of the Party shall ensure that they are present on each and every date of hearing after the Effective Date, either personally, virtually or through their counsel and shall not withdraw, amend or modify the Delhi High Court Application. The order passed by the Delhi High Court in terms of this Family Settlement and the Delhi High Court Application will be deemed to be a consent decree for all intents and purposes.

- 1.5. Mr. Karan Dewan Ahuja has shown willingness and has conceded for the purpose of the Oral Agreement which is now being recorded in the present Family Settlement Agreement that his sister late Ms. Kiran Khanna, the mother of Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna had an interest in the properties left behind by his father late D.P. Rai Ahuja. It was specifically agreed that Mr. Karan Dewan Ahuja will be releasing the sum which will represent the value of the share in the assets left behind by his father late Mr. D.P. Rai Ahuja and belong to the sister late Ms. Kiran Khanna, the mother of Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna and as a result thereof all pending disputes raised between the Parties shall stand closed. Pursuant to the terms of the Oral Agreement which is now being recorded in the present Family Settlement Agreement and upon receipt of the Voluntary Distribution as aforesaid, Party I agree and admit that Mr. Karan Dewan Ahuja shall be the sole, absolute and lawful owner of the Subject Properties in accordance with the following documents:*

1.5.1. Family Settlement dated 24.02.1994



*executed by Mr. Karan Dewan Ahuja,
Late Ms. Kiran Khanna and Late Mr.
Laxmi Narain Ahuja;*

*1.5.2. Will dated 15.02.2007 executed by Late.
Ms. Kiran Khanna ("2007 Will");*

*1.5.3. No objection certificate dated 07.04.2011
executed by Party 1 in respect to the 2007
Will;*

*1.5.4. Will dated 12.08.2004 executed by Late
Mr. Laxmi Narain Ahuja ("2004 Will");*

*1.5.5. No objection certificate dated 22.06.2006
executed by Late. Ms. Kiran Khanna in
respect of the 2004 Will;*

*1.5.6. Gift Deed dated 31.03.1972 executed by
Late Mr. DPR Ahuja in favor of Mr.
Karan Dewan Ahuja;*

*1.5.7. Relinquishment Deed dated 31.03.1981
executed by Late Mr. DPR Ahuja in favor
of Mr. Karan Dewan Ahuja; and*

*1.5.8. Relinquishment Deeds dated 14.11.1994
and 24.11.1994 executed by Late Ms.
Kiran Khanna and Late Mr. Laxmi
Narain Ahuja in favor of Mr. Karan
Dewan Ahuja.*

(collectively, the "Instruments")

*1.6. Party I has also acknowledged, admitted and
confirmed that the Instruments are valid,
authentic, and binding on the Parties.*

1.7. Party 1 has also agreed and undertaken to



execute and register any document, instrument, agreement and any family arrangements/agreements in favour of Party 2 in respect of:

- 1.7.1. Property bearing No. 193, Golf Links, New Delhi. ("193 Golf Links Property");*
 - 1.7.2. Property bearing No. 194, Golf Links, New Delhi. ("194 Golf Links Property"); and*
 - 1.7.3. Central Hall, Shop bearing Nos. 20 and 21, Khan Market, New Delhi ("Khan Market Property").*
- 1.8. Party 1 has also acknowledged that the Karol Bagh Property and the Pataudi Property have already been sold and that Party 1 hereby absolutely, fully and forever release, waive, relinquish and discharge any and all claims or action (including the Suit) whatsoever (past, present and future) in relation to the Karol Bagh Property and the Pataudi Property. With effect from the Effective Date, each of Party 1 hereby acknowledges, agrees, admits and confirms that he / she will not have any claims or action whatsoever, past, present and future, against Party 2, the acquirers of the Karol Bagh Property (i.e. Magnetic Infrastructure Private Limited) and/or the acquirers of Pataudi Property (i.e. Shri Ved Prakash) and any governmental authority which has registered the sale deeds for the said properties (including the Delhi Development Authority / Municipal Corporation of Delhi) in relation to the transfer of Karol Bagh Property and Pataudi Property by Party 2.*



1.9. Pursuant to the Oral Agreement which is now being recorded in the present Family Settlement Agreement, Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna shall be solely responsible to file their respective tax returns in India, if required, and reporting the receipt of Voluntary Distribution in terms of the Family Settlement Agreement within the time-limit prescribed under the Income-Tax Act, 1961. In case any assistance is required in relation to the aforesaid, the Party 2 shall provide its fullest cooperation upon a request being made in this regard by Party 1.

1.10. In consideration for the mutual releases and covenants as agreed upon by way of the Oral Agreement and recorded herein, each of Party 1 has hereby agreed and confirmed that the Voluntary Distribution to be received by Mrs. Minakshi Sodiwala and Mrs. Monica Rani Khanna constitutes an already existing interest in the family assets owned and held by late Mr. D P Rai Ahuja, being the daughters of his daughter late Ms. Kiran Khanna. Further, this Voluntary Distribution constitutes a full and final settlement of all claims or action (including the Suit) whatsoever (past, present and future), including all sums that are due and payable to Party 1 (individually and jointly) in respect of the Instruments and / or the Subject Properties.

2. RELEASE AND/OR WAIVER OF CLAIMS

2.1. Each Party has admitted, confirmed and declared that all allegations made by him / her against all other Parties in any dispute, suit, petition, application, proceeding or notice/letters/ communications of any nature



whatsoever and in relation to the disputes/legal proceedings mentioned hereinabove, stand withdrawn upon the execution of this Family Settlement Agreement.

- 2.2. *By way of the Oral Agreement which is now being recorded in the present Family Settlement Agreement, Party 1, on their behalf and on behalf of each of their respective executors, administrators, successors, legal heirs and/or any other interested party ("Party 1 Releasing Parties") have absolutely, fully and forever released, waived, relinquished and discharged any and all past, present and future claims which they may have against Party 2, and their respective executors, administrators, successors, legal heirs, and/ or any other interested parties in respect to the Instruments and / or the Subject Properties.*
- 2.3. *The Oral Agreement which is recorded in the Family Settlement Agreement is a full and final settlement of all disputes between the Parties.*
- 2.4. *From the Effective Date, Party 1, on behalf of themselves and the other Party 1 Releasing Parties, have agreed and undertaken that: (a) it and they will not incite, commence, maintain or participate in any lawsuit, claim, demand or proceeding in any jurisdiction that is based upon or related to any of the Instruments and / or the Subject Properties (including any appellate proceeding(s) arising out of the Suit) against Party 2, their respective executors, administrators, successors, legal heirs, and / or any other interested parties, the acquirers of the Karol Bagh Property (i.e. Magnetic Infrastructure Private Limited) and the Pataudi*



Property (i.e., Shri Ved Prakash) and any governmental authority which has registered the sale deeds for the said properties (including the Delhi Development Authority / Municipal Corporation of Delhi).

- 2.5. *From the Effective Date, Party 2 have agreed and undertaken to not file any fresh civil suit/ complaint/ petition/ application, in relation to any pending disputes or claims against Party 1 before any Court, Tribunal, Authority, or any other forum in relation to the Instruments and the Subject Properties; except for the purpose or enforcement of this Family Settlement Agreement.*
- 2.6. *The Parties have agreed, undertaken, represented and confirmed to each other that no other civil suit/ complaints/ petitions/ actions filed by any one of them against each other in any Court, Tribunal, Authority, or before the police are pending involving the disputes, damages or any other dues or any outstanding amounts.*

3. BINDING

- 3.1. *The Parties to this Family Settlement Agreement voluntarily and with their free will and after having fully read and understood the terms of this Family Settlement Agreement and have agreed to settle all their disputes in relation to the subject Properties and any other case pending but not listed above, fully and finally in terms of this Family Settlement Agreement.*
- 3.2. *The Parties hereby agree that this Family Settlement Agreement wholly records the Oral Agreement between the Parties and shall supersede any other previous agreements,*



understanding, and communications, whether oral or in writing, and this Family Settlement Agreement shall remain in full force and effect and shall bind the Parties and their assigns and successors. Nothing in clause shall apply to the Instruments.

3.3. In respect of the Instruments and / or Subject Properties which may have been passed onto Mr. Karan Dewan Ahuja from late Mr. D P Rai Ahuja late Mr. Laxmi Narain Ahuja and late Ms. Kiran Khanna, the Parties had duly agreed that they are not left with an claims or action whatsoever, against each other after the implementation of this Family Settlement Agreement. All the allegations made by the Parties against each other stand withdrawn upon execution of this Family Settlement Agreement.

4. SEVERABILITY

4.1. If any provision of this Family Settlement Agreement is determined to be illegal, invalid, unenforceable void or voidable under applicable law, if possible, the offending provision will be modified to the slightest degree necessary to make it enforceable. If such modification is not possible then: (a) the said provision of this Family settlement Agreement shall be fully severable; (b) this Family settlement Agreement will be construed and enforced as if such void, invalid, illegal, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the void, invalid, illegal, or unenforceable provision or by its severance here from. The Parties hereto shall use all reasonable endeavours to replace the



void, invalid, illegal, or unenforceable provisions with a valid, legal, enforceable, and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the void, invalid, illegal, or unenforceable provision.

5. ENTIRE AGREEMENT AND AMENDMENT

5.1. This Family Settlement Agreement contains the whole Oral Agreement among the Parties relating to the subject matter contained herein, which supersede any and all other previous representations, understandings, oral or written, among the Parties with respect to the subject matter contained herein, and any commitments, letters or agreements (whether oral or written) negotiated and/or executed by the Parties (or some of the Parties).

5.2. No changes, alterations or modifications hereto shall be effective unless such changes, alterations and / or modifications are made in writing and signed by the Parties.

5.3. The Oral Agreement recorded by way of this Family Settlement Agreement is lawfully binding upon the Parties and is in the best interest of the Parties. These terms of settlement are final and binding upon the parties hereto.

6. EVENT OF DEFAULT

6.1. Failure of the Parties to comply with any covenant/term of this Family Settlement Agreement shall amount to an Event of Default.

6.2. Upon occurrence of an Event of Default, Parties



shall give a written notice ("Default Notice") to the Party in default setting out: (i) details of the occurrence of the Event of Default; and (ii) if capable of remedy or cure, requiring the defaulting Party to cure such default within a period of 15 (fifteen) business days from the date of the Default Notice ("Cure Period").

6.3. If the Event of Default is not cured to the satisfaction of the Party issuing the Default Notice, such party shall have the right to enforce the terms of the Family Settlement Agreement in accordance with law.

7. COSTS

7.1. Parties shall bear their own costs and expenses in relation to the negotiation, preparation, and execution of this Family Settlement Agreement.

7.2. The costs in relation to stamping of this Family Settlement Agreement shall be borne equally by all Parties.

8. GOVERNING LAW AND JURISDICTION

8.1. This Family Settlement Agreement is governed by the applicable law prevalent in India. It is agreed that the Courts at New Delhi, India will have exclusive jurisdiction for adjudication of all disputes arising under this Family Settlement Agreement including enforcement thereof.

9. MISCELLANEOUS

9.1. Each Party hereby represents and warrants to the other Parties that:



9.1.1. He / she has the power, authority, capacity and ability to perform his / her obligations under this Family Settlement Agreement and are not barred or prevented in any manner, by operation of law or otherwise;

9.1.2. This Family Settlement Agreement has been duly and validly executed and delivered by him / her and this Family Settlement Agreement constitutes a legal, valid and binding agreement enforceable against him / her in accordance with the terms of this Family Settlement Agreement;

9.1.3. There is no action, suit, investigation, order, injunction or proceeding pending or against him / her, by any governmental authority and / or under applicable laws to which he / she is subject to, that are binding on him / her or that may have the effect of preventing, prohibiting or making illegal the consummation of any of the transactions contemplated under this Family Settlement Agreement.

9.2. Each Party hereto undertakes to the other Parties to act in the utmost good faith in interpreting and implementing this Family Settlement Agreement and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Oral Agreement which has been duly recorded in the present Family Settlement Agreement.

9.3. Further assurances

9.3.1. Each of the Parties agrees to do all such further things and to execute and deliver all such additional documents as are necessary to give full



effect to the terms of this Family Settlement Agreement.

9.3.2. Each of the Parties undertakes that they will do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all rights and powers, whether direct or indirect, available to it in relation to any person so as to ensure the complete and prompt fulfilment, observance and performance of the provisions of the Family Settlement Agreement and generally that full effect is given to the provisions of the Family Settlement Agreement.

9.4. This Family Settlement Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of an executed signature page of a counterpart of this Family Settlement Agreement in 'portable document format'('.pdf') sent by electronic mail, shall take effect as delivery of an executed counterpart of this Family Settlement Agreement.

10. NOTICES

10.1. All notices under this Family Settlement Agreement must be in writing and signed by or on behalf of any Party giving it. It shall be served by letter or email (save as otherwise provided herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of email) or 10 (ten) days after being dispatched in by registered mail or any



internationally reputed courier service (in the case of a letter) to such Party at its address or email address specified in Clause 10.2 below, or at such other address or email address as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.

10.2. The addresses, phone numbers and email addresses for the purpose of Clause 10.1 are as follows:

*(a) Mrs. Minkashi Sodiwala
Email: minakshi l@btinternet.com
Address: 9, Beech Avenue, London*

*(b) Mrs. Monica Rani Khanna
Email: monicakhanna@hotmail.com
Address: 21, Hamilton Way, London*

*(c) Mr. Davinder Khanna
Email: minakshi l@btinternet.com
Address: 21, Hamilton Way, London*

*(d) Ms. Tia Sodiwala
Email: minakshi l@btinternet.com
Address: 9, Beech Avenue, London*

*(e) Ms. Talana Sodiwala
Email: minakshi l@btinternet.com
Address: 9, Beech Avenue, London*

*(f) Mr. Karan Dewan Ahuja
Attention: Mr. Jaideep Ahuja
Email: jaideep@ahujaresidency.com
Address: 193, Golf Links, New Delhi*

*(g) Mr. Jaideep Ahuja
Email: jaideep@ahujaresidency.com*



Address: 193, Golf Links , New Delhi

11. EFFECTIVE DATE

This Family Settlement Agreement shall become effective on the date when signed by all the Parties. If this Family Settlement Agreement is signed by all the Parties on different dates, the Family Settlement Agreement shall become effective on the last date on which this Family Settlement Agreement is signed.”

3. A perusal of the memorandum of family settlement indicates that Plaintiffs and Defendant No.3 are relinquishing their shares in the properties which are part of the schedule of properties to the suit in return of monetary considerations which the learned Counsel for the Plaintiffs and Defendant No.3 states that they have already received.
4. The family settlement has been signed by the Plaintiffs and Defendants No.1 to 3 and also the two daughters of Plaintiff No.1. Defendant No. 2 is present in Court and he acknowledges the fact that they have entered into the memorandum of family settlement.
5. The Plaintiffs and Defendant No.3 have joined through video-conferencing. They have also stated that they accepted the terms of the memorandum of family settlement. It is stated that the memorandum of family settlement has been entered into between the parties without any undue influence or coercion and they have received the amount under the memorandum of family settlement.
6. Paragraph 1.4 of the memorandum of family settlement notes that the parties would be either present in person or through video-conferencing.
7. It is stated that Plaintiffs and Defendant No.3 are residents of London,



United Kingdom and therefore they are not in a position to appear in Court.

8. Learned Counsel for the Plaintiffs has identified the Plaintiffs who are present through video-conferencing. Defendant No.3 has been identified by Ms. Niyati Kohli, learned Counsel appearing on behalf of Defendant No.3.

9. The statement of Defendant No.2, who is present in Court, and who also holds the Power of Attorney on behalf of Defendant No.1, has given his statement that the memorandum of family settlement has been entered into between the parties and that no dispute is now left for adjudication between the parties for the properties which are a part of the schedule of properties to the suit.

10. In view of the above, the suit is decreed in terms of the memorandum of family settlement entered into between the parties. Let the decree sheet be drawn accordingly.

11. Needless to state that the parties are bound by the memorandum of the family settlement.

12. The suit is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 4, 2024

hsk