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

+ **CS(OS) 145/2022 & I.As. 3971-72/2022, 20298/2023**

SANGEETA MAHENDRO

.....Plaintiff

Through: **Mr. M. Dutta and Mr. Aditya,**
Advocates with plaintiff in person

versus

RAKESH CHOPRA AND OTHERS

.....Defendants

Through: **Ms. Garima Sharma, Mr. Avinash**
Pandey, Advocates along with Mr.
Rakesh Chopra, Mr. Kamal Chopra
and Mr. Dinesh Chopra, Parties in
person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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24.10.2024

1. Plaintiff, defendant no. 1, defendant no. 2 and defendant no. 3 are present in person today in Court.
2. Learned counsels for the parties' state that all the parties to the suit entered into and executed a settlement agreement dated 04.10.2024 before the Samadhan i.e., Delhi High Court Mediation and Conciliation Centre.
3. They state that material terms of the settlement are set out at clauses G1 to G5, which reads as under:-

“1. The Second Party has agreed to pay, and the First Party has agreed to accept a sum of Rs. 3,80 Crores [Rupees Three Crores Eighty lacs only towards Full and Final Settlement of all claims of the First Party of any nature whatsoever against the Second Party. The Second Party has agreed to make the said payment on or before 31.01.2025 by way of RTGS. Both Parties agree that this date of 31.01.2025 is final and would not be further



extended on any premise whatsoever.

2. The Second Party may arrange for these funds through the sale of either of the following properties:

- a) Commercial Property/Shop [Ground Floor and Second Floor] located at 4545, Krishna Bazar Cloth Market, Chandni Chowk, Delhi
- b) Residential House/Plot admeasuring an area of 300 Sq yards (appx) located at S-157, Greater Kailash -Part II, New Delhi- 110048

The First Party has no objection if the Second Party enters into any Sale Negotiations/ Agreement to Sell in respect of the aforesaid properties with any Third Party to arrange the abovementioned funds.

3. Upon the Execution of this Settlement Agreement, the Parties shall appear before the Hon'ble High Court on the next date of hearing to make their statements in terms of this Settlement Agreement and seek disposal of the Civil Suit bearing No. CS (OS) 145/2022, the Hon'ble High Court may pass a decree in accordance with the terms agreed in this present Agreement.

4. As all claims raised by the First Party stand settled upon execution of present agreement, First Party agrees to irrevocably withdraw, waive, and release, any and all claims raised by her in the pending case or otherwise, with respect to all movable and immovable assets/Joint Family Properties including the aforementioned two properties and forever discharges Second Party from any and all disputes, actions, obligations, complaints, causes of action, rights, demands, debts, damages, of all nature.

5. Accordingly, First Party shall, immediately and concurrently along with realization of the complete payment, execute and register a relinquishment deed in favor of the Second Party with respect to:

- a) Commercial Property/Shop [Ground Floor and Second Floor] located at 4545, Krishna Bazar Cloth Market, Chandni Chowk, Delhi.
- b) Residential House/Plot admeasuring an area of 300 Sq yards (appx) located at S-157, Greater Kailash -Part II, New Delhi- 110048.

First Party agrees to take beforehand, all or any steps required to facilitate the execution and registration of the aforementioned relinquishment deeds simultaneously with the receipt of the complete payment.”

4. They state that with the execution of the abovesaid settlement agreement, all inter-se claims of the parties with respect to the estate of Sh.



Surinder Lal Chopra stands settled fully and finally.

5. The parties, who are present in Court, state that they have signed the settlement agreement dated 04.10.2024 of their own free will and after duly consulting their respective counsels.

6. This Court has perused the terms of the settlement agreement dated 04.10.2024 and is satisfied that the said agreement is lawful.

7. Accordingly, the suit is hereby decreed in terms of the said settlement agreement dated 04.10.2024 and the parties are bound down to their respective statements and obligations recorded in the said settlement agreement.

8. Let the decree be drawn in terms of the settlement agreement dated 04.10.2024.

9. Pending application stands disposed of.

10. Interim orders stand vacated; however, defendants will remain bound by the obligations undertaken under the settlement agreement.

11. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

OCTOBER 24, 2024/rhc/sk