



\$~11

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

+ **CS(OS) 366/2023 & I.A. 36382/2024**

KUNAL SONI & ORS.Plaintiffs

Through: **Mr. Arjun Sejal and Mr. Shreyan Das,**
Advs.

versus

SANJAY SONI HUF & ORS.Defendants

Through: **Mr. Raghuveer Kapur and Mr. Sagar**
Aggarwal, Advs. for D-1 to 14 and 26
Mr. Akhilesh Wahal, Adv. for D-15
to D-25

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **01.10.2024**

I.A. 36382/2024(Application under Order XXIII Rule 3 CPC)

1. This is an application filed by the plaintiffs under Order XXIII Rule 3 CPC seeking a decree in terms of Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024 placed on record. Since the application was not supported to the affidavits of all the parties to the suit the matter was listed before the learned Joint Registrar for recording the statement of all the parties.
2. The order dated 05.09.2024 notes the statement of all the parties have since been recorded, wherein parties have confirmed the execution of the Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024.
3. In terms of oral partition dated 20.02.2024, the parties have arrived at



following settlement, which has been reduced into writing through the Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024 and has been set out in the application read as under:

“11. In terms of the **Oral Partition dated 20.02.2024**, the following was decided: -

i. In the Rajeev Soni HUF (Defendant No. 15), Defendant No. 18 and 19 i.e., Smt. Shilpi Soni and Mr. Yuvrat Soni have decided to transfer their undivided share in favour of Plaintiff No. 3 i.e. Shri Rajeev Soni.

ii. In Deepak Soni HUF (Defendant No. 21), Defendant No. 23 i.e. Smt. Kanika Sen has executed a Special Power of Attorney in favour of her brother Plaintiff No. 1 i.e. Shri Kunal Soni to deal with her undivided share in the subject matter property and transfer the same in favour of her mother Defendant No. 22 i.e. Smt. Neelu Soni, and further for the purposes of abundant caution is hereinafter transferring her undivided share in favour of her mother Defendant No. 22 i.e. Smt. Neelu Soni by way of the aforesaid Oral Partition and Memorandum.

iii. In Sanjay Soni HUF (Defendant No. 1), Defendant No. 4 i.e Smt. Mamta Singh who had earlier executed a Relinquishment Deed in favour of her mother and brother by abundant caution has reiterated that she had given up her entire share equally to Defendant No. 2 i.e. Smt. Alka Soni and Plaintiff No. 2 i.e. Shri Mohit Soni. Further, Defendant No. 2 by abundant caution has again reiterated to give up half of her share in favour of her son Plaintiff No. 2 leaving her with 6.25% share. Further, wife of Plaintiff No. 2, that is Defendant No. 3 i.e. Rakhi Soni and their children Defendant No. 5 and 6 i.e. Mr. Revant Soni and Smt. Reana Soni, have agreed to transfer their undivided share in favour of their father Plaintiff No. 2 i.e. Shri Mohit Soni thereby rendering him owner of 18.75%.

iv. In the Surinder Kumar Soni HUF, the property shall be equally divided amongst the wife and three (3) children of Late Shri Surinder Kumar Soni that is Defendant No. 10, 11, 12 and 26, thereby rendering them owner of 6.25% undivided share each in their branch of family.

12. Accordingly, **the agreed terms of the oral partition entered was reduced in writing for the purpose of record and information under the Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024.**

13. That for the purposes of clarity and to avoid any confusion going forward, the one-fourth (i.e. 25%) share of each branch of the family is to be divided between the coparceners as follows in terms of the Oral Partition dated 20.02.2024 which is stated hereinbelow for the purpose of keeping



record having been jointly agreed by mutual understanding between the parties to the aforesaid Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024.

Family Branch	Total Share Percentage	Share percentage of coparceners out of their one-fourth share
Rajeev Soni HUF	25%	1. Rajeev Soni (i.e. Plaintiff No. 3) – 6.25% share; 2. Geeta Soni (i.e. Defendant No. 16) – 6.25% share; 3. Divya Soni (i.e. Defendant No. 20) – 6.25% share; 4. Arvind Soni (i.e. Defendant No. 17) – 6.25% share; 5. Shilpi Soni (i.e. Defendant No. 18) – 0% share; 6. Yuvarat Soni (i.e. Defendant No. 19) – 0% share;
Surinder Kumar Soni HUF	25%	1. Arjun Soni (i.e. Defendant No. 26) – 6.25% share; 2. Seema Dewan Soni (i.e. Defendant No. 11) – 6.25% share; 3. Rashi Dewan Soni (i.e. Defendant No. 12) – 6.25% share; 4. Krishna Soni (i.e. Defendant No. 10) – 6.25% share; 5. Milind Faunce (i.e. Defendant No. 13) – 0% share; 6. Jaden Faunce (i.e. Defendant No. 14)



		– 0% share;
Deepak Soni HUF	25%	1. Kunal Soni (i.e. Plaintiff No. 1) – 8.4% share; 2. Neelu Soni (i.e. Defendant No. 22) – 16.6% share; 3. Kanika Sen (i.e. Defendant No. 23) – 0% share; 4. Zyna Sen (i.e. Defendant No. 24) – 0% share 5. Kiaan Sen (i.e. Defendant No. 25) – 0% share;
Sanjay Soni HUF	25%	1. Alka Soni (i.e. Defendant No. 2) – 6.25% share; 2. Mohit Soni (i.e. Plaintiff No. 2) – 18.75% share; 3. Mamta Singh (i.e. Defendant No. 4) – 0% share; 4. Rakhi Soni (i.e. Defendant No. 3) – 0% share; 5. Revant Soni (i.e. Defendant No. 5) – 0% share; 6. Reana Soni (i.e. Defendant No. 6) – 0% share; 7. Digvijaya Singh (i.e. Defendant No. 7) – 0% share; 8. Lavanya Danodia (i.e. Defendant No. 8) – 0% share;

....”

(Emphasis supplied)

4. This Court has reviewed the terms of the settlement outlined in the



application. In view on the confirmation given by the parties that the same is of their free will and after due consideration, this Court is satisfied that the said Arrangement is lawful.

5. Accordingly, the suit is disposed of in terms of Memorandum of Oral Settlement and Arrangement dated 31.03.2024 and the same shall form part of the decree. It is hereby directed that the parties shall remain bound by the terms of the said Memorandum of Oral Family Settlement and Arrangement dated 31.03.2024.

6. The registry is directed to draw up a decree in terms thereof.

7. Learned counsel for the defendant nos. 1 to 14 and 26 states that in terms of order dated 23.03.2022 passed by coordinate Bench of this Court in EX. P. 26/2019 in **Himani Walia v. Hemant Walia and Ors.**¹, since the parties herein had inherited their shares and there is no transfer of interest the parties are not liable to pay any stamp duty; moreover, it is the case of an oral arrangement being recorded in the Memorandum of Settlement and Arrangement. He states however, the parties will remain liable to pay Court fees.

8. The aforesaid submissions are taken on record and in view of the judgment of coordinate Bench, it is directed that the decree shall be draw up after the parties have deposited the Court fees in accordance with law.

9. Pending applications stand disposed of.

10. Interim order, if any, stand vacated.

MANMEET PRITAM SINGH ARORA, J

OCTOBER 1, 2024/hp

¹ 2022:DHC:1087