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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 414/2023 and I.A. 8604/2024**

SMT RASHI ARORA Plaintiff

Through: Mr. Ashim Vachher, Mr. P. Piyush &
Mr. Kunal Lakra, Advs.

versus

SMT KRISHNA KUMARI & ORS. Defendants

Through: Mr Mayank Kohli, Mr Prashant
Trivedi and Mr Manish Kumawat,
Adv. for D-1(a). (M:7838858893)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **22.04.2024**

1. This hearing has been done through hybrid mode.

I.A. 8604/2024 in CS(OS)-414/2023

2. The amended memo of parties is taken on record.

3. The present suit has been filed on behalf of the Plaintiff-Smt. Rashi Arora for partition and permanent injunction in respect of the estate of late Mr. Rajesh Arora, the father of the Plaintiff.

4. The suit was filed in July, 2023. Initially, the suit had the following parties:

- i. Ms. Rashi Arora-Plaintiff. (First Party)
- ii. Ms. Krishna Kumari-Defendant No.1 (Grandmother)
- iii. Ms. Rishma Goswamy-Defendant No.2 (Sister) (Sixth Party)
- iv. Ms. Pinky Arora-Defendant No.3 (Mother) (Seventh Party)

5. The Defendant No.1- Ms. Krishna Kumari, grandmother of the Plaintiff passed away on 19th July, 2023, pursuant to which the following parties were impleaded as her legal heirs:



- i. Mr. Ashok Arora-Defendant No. 1 (a) (Second Party)
- ii. Ms. Poonam Arora,-Defendant No. 1 (b) (Third Party)
- iii. Ms. Sanwari Dhand-Defendant No. 1 (c) (Fourth Party)
- iv. Ms. Saloni Kapoor-Defendant No. 1 (d) (Fifth Party)

6. On 6th October, 2023 upon joint request of the parties, the present case was referred to mediation at the Delhi High Court Mediation and Conciliation Centre. Further, on 18th December 2023 it was submitted by Id. Counsels for the parties that the parties are exploring amicable resolution of disputes and the matter was pending before the Delhi High Court Mediation and Conciliation Centre.

7. Vide settlement agreement dated 19th March, 2024 (*hereinafter*, '*settlement agreement*') the parties have resolved their disputes. The details of the immovable and movable properties left behind by the late Sh. Rajesh Arora are contained in the agreement at page 4 and 5 of the settlement agreement. Initially, an oral family settlement dated 14th April, 2023 was arrived at between Ms. Rashi Arora-Plaintiff, Ms. Krishna Kumari-Defendant No.1 (Grandmother), Ms. Rishma Goswami-Defendant No.2 (Sister), Ms. Pinky Arora-Defendant No.3. On 12th May, 2023 the oral family settlement dated 14th April, 2023 was reduced into writing and a Memorandum of Family Settlement was entered into (*hereinafter*, '*MOFS*'). However, there were disputes in respect of the said MOFS which led to the filing of the present suit before this Court.

8. Under the aegis of the Delhi High Court Mediation and Conciliation Centre, Ms. Rashi Arora, Mr. Ashok Arora, Ms. Rishma Goswami and Ms. Pinki Arora have agreed to make a payment of Rs. 30 lakhs (Rs. 10 lakhs each) to Ms. Poonam Arora, Ms. Sanwari Dhand and Ms. Saloni Kapoor.



The details of the demand drafts which were handed over are contained in paragraphs 1 and 2 of the settlement agreement.

9. Today, the following parties are virtually present before the Court - Mr. Ashok Arora, Mr. Varun Arora, Ms. Rashi Arora and Ms. Reshma Goswami. It is submitted that Ms. Pinky Arora is unwell. Mr. Tyagi, Id. Counsel represents Defendant Nos.1 (b) to (d) and (d)(2), (d)(3). Mr. Mayank Kohli, Id. Counsel appears for Mr. Prashant Trivedi, Id. Counsel who represents Mr. Ashok Arora i.e., Defendant No.1(a). The settlement terms in the agreement are contained in paragraph 1 to 16. The same are reproduced herein below:

“1. That the First, Second, Sixth and Seventh party shall jointly make a payment of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) to the Third, Fourth and Fifth party in the following manner: -

SNo.	Party Number	Party Name	Amount
1	Third Party	Smt. Poonam Arora	Rs.10,00,000/-
2	Fourth Party	Smt. Sanwari Dhand	Rs.10,00,000/-
3	Fifth Party	Smt. Saloni Kapoor	Rs.10,00,000/-

2. That the First, Second, Sixth and the Seventh party have handed over the following cheques/Demand Draft to the Third, Fourth and Fifth party on the day of signing of this settlement agreement, in the following manner:-



S. No.	Particulars	In Favour of	Amount
1	Cheque No. 000007 drawn on AU Small Finance Bank, Hazratganj Branch, Lucknow	Sanwari Dhand (Fourth Party)	Rs. 5,00,000/-
2	Cheque No. 000008 drawn on AU Small Finance Bank, Hazratganj Branch, Lucknow	Saloni Kapoor (Fifth Party)	Rs. 5,00,000/-
3	Cheque No. 000009 drawn on AU Small Finance Bank, Hazratganj Branch, Lucknow	Poonam Arora (Third Party)	Rs. 5,00,000/-
4	Demand Draft no. 659930 drawn on Punjab National Bank, Putlighar Branch, Amritsar	Saloni Kapoor (Fifth Party)	Rs. 5,00,000/-
5	Demand Draft no. 659931 drawn on Punjab National Bank, Putlighar Branch, Amritsar	Sanwari Dhand (Fourth Party)	Rs. 5,00,000/-
6	Demand Draft no. 659932 drawn on Punjab National Bank, Putlighar Branch, Amritsar	Poonam Arora (Third Party)	Rs. 5,00,000/-

The First, Second, Sixth and the Seventh party undertake that the aforesaid cheques shall be encashed upon their presentation to the banks. (Copy of the cheques and Demand Draft is annexed herewith as Annexure-C (Colly))

3. That the Third, Fourth and Fifth party acknowledge that the said amount of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) is towards the full and final settlement of all their claims over the Estate left behind by Late Sh. Rajesh Arora or the share which Late Smt. Krishna Kumari had inherited / received from the Estate left behind by Late Sh. Rajesh Arora and further assure that upon the receipt of the said amount of Rs.



30,00,000/- (Rupees Thirty Lakhs Only), the Third, Fourth and Fifth shall be left with no right, title or interest or claim over the Estate left behind by Late Sh. Rajesh Arora or the share which Late Smt. Krishna Kumari had inherited / received from the Estate left behind by Late Sh. Rajesh Arora.

4. That in view of the settlement arrived at between the parties, all the parties agree that they shall jointly make a request to the Hon'ble **Court to pass a Compromise Decree** after recording the statement of the parties and by making the Memorandum of understanding reduced into writing on 12.5.2023 and the Will dated 03.11.2022 and the present Settlement Agreement as a part of the Compromise Decree to be passed in the Suit bearing C.S (OS) No. 414 o 2023.

5. That the Third, Fourth and Fifth Party acknowledge and admit that they were duly apprised about the oral Memorandum of Family settlement (MOFS) which was reduced into writing on 12.05.2023, having arrived at between the First, Sixth and Seventh party on the one hand and Late Smt. Krishna Kumari on the other hand.

6. That Third, Fourth and Fifth party further acknowledge and admit that they were duly apprised of the will dated 03.11.2022 executed by Late Smt. Krishna Kumari.

7. That after having perused both the said Memorandum of Family Settlement (MOFS) which was reduced into writing on 12.05.2023 and the Will dated 03.11.2022 executed by Late Smt. Krishna Kumari, the Third, Fourth and Fifth Part do hereby acknowledge that they do not dispute the terms of the said Memorandum of Family Settlement (MOFS) and accept the will dated 03.11.2022 executed by Late Smt. Krishna Kumari. (Copy of the MOFS and will is annexed herewith as **Annexure-D (Colly)**)

8. That the Third, Fourth and Fifth party undertake that they would neither question nor challenge the terms of the Memorandum of Family Settlement



(MOFS) reduced into writing on 12.5.2023 or the will dated 03.11.2022 executed by Late Smt. Kumari. The Third, Fourth and Fifth Party undertake to abide by the terms of the said Memorandum of Family settlement (MOFS) reduced into writing on 12.5.2023 and the will dated 03.11.2022 executed by Late Smt. Kumari.

9. The First party will request the Hon'ble Court for the full refund of the court fees as per the provisions of the Court Fees Act, 1870.

10. That it is expressly agreed between the parties hereto that the Third, Fourth and Fifth Party shall fully cooperate with and provide assistance to the First, Second, Sixth and Seventh Party to implement the present Settlement and further, upon being called upon to do so, execute any documents, as may be required, in favour of the First, Second, Sixth and Seventh Party, without any demur or objection.

11..That all parties agree that the terms of the present Settlement Agreement shall be kept confidential and neither party shall divulge any part of the present Settlement Agreement to any third party, whether mentioned herein or otherwise.

12.That this Settlement Agreement embodies the entire agreement between the Parties to the subject matter of the dispute and supersedes all or any agreement or understanding between the parties, whether written or oral, prior hereto.

13.That the parties hereto have entered into the present Settlement Agreement with their own free will and volition, without any force, pressure, coercion or undue influence, The parties hereto further undertake to abide by the term of the present Settlement Agreement and not to violate the same under any circumstances.

14. That the parties hereto assure that they shall be present personally or through their authorised representatives and make appropriate statement(s)



before the Court as and when required for giving full effect to the terms of the present settlement agreement.

15. That it is agreed, understood and acknowledged that in the event either party commits any default in performing their part of the obligations as contained in the present Settlement Agreement, then the defaulting party shall be held to be in contempt in accordance with the contempt of court Act, 1971. Besides this, the non-defaulting party shall be entitled to enforce the terms and conditions as contained in the present Settlement Agreement by taking out execution proceedings before the court of law or by any other means available to the party in law, at the cost, risk and consequence(s) of the defaulting party.

16. That by signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all their inter-se disputes and differences have been amicably settled by the parties hereto through the process of mediation.”

10. The settlement agreement is signed by all the parties as also their Counsels and the Id. Mediator. The Court has perused the settlement terms. The same are lawful. There is no impediment in recording the same. Accordingly, it is recorded that all parties and any other parties acting on their behalf shall be bound by the terms of the settlement agreement.

11. Mr. Tyagi, Id. Counsel confirms that the payment of Rs. 10 lakhs have been received by his clients Defendant Nos.1 (b) to (d) and (d)(2), (d)(3). In view of the same, the suit is decreed in terms of the settlement. The settlement terms shall form part of the decree. There shall be no orders as to costs. The settlement agreement along with all the annexures thereto shall form part of the decree. All pending applications are disposed of.



12. The next date of hearing in the matter is cancelled.

PRATHIBA M. SINGH, J

APRIL 22, 2024

dj/rks