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

+ **CS(OS) 455/2021, I.A. 12417/2021, I.A. 15311/2021 & I.A. 5197/2023**

SMT SAMTA KHANNA & ANR. Plaintiff

Through: Ms.Beenashaw N.Soni, Ms.Hina Bhargava, Mr.Arpit Bhargava, Mr.Pankaj and Ms.Ann Joseph, Advts. with plaintiffs in person.

versus

SH RISHI ARORA & ANR. Defendants

Through: Mr.Neeraj Yadav, Adv. with defendant no.1 Rishi Arora in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.02.2024

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1. Learned counsels for both the parties submit that the matter has been amicably settled between the parties and a Memorandum of Understanding dated 08.12.2023 has been entered into between the parties.
2. Learned counsel for the defendants submits that he has filed the MOU dated 08.12.2023 on 14.02.2023. The terms and conditions of the settlement are reproduced as under:

1. That the Third Party shall pay to the First Party and the Second Party a sum of INR 2,15,00,000/- (INR Two Crore Fifteen Lakhs only) each in three instalments by way of Demand drafts as detailed hereunder:



Sl.No.	Date	Amount
(i)	At the time of signing of the MoU	25,00,000/-
(ii)	On 15.02.2024	75,00,000/-
(iii)	On or before 30.04.2024	1,15,00,000/-

The First Party and Second Party hereby acknowledge the receipt of INR 25,00,000/- (INR Twenty Five Lakhs only) each from the Third Party at the time of signing of this Memorandum of understanding vide Demand Draft Nos. 502019 and 502020 dated 07.11.2023 drawn on ICICI Bank, Karol Bagh, Delhi.

2. That the Third Party shall pay to the First Party and Second Party the Second Installment of INR 75,00,000/- (INR Seventy Five Lakhs only) each by way of Demand Drafts/RTGS/NEFT on 15.02.2024 before the Hon'ble High Court of Delhi, simultaneously upon withdrawal of the Suit bearing CS (OS) No. 455 of 2021 titled as Samta Khanna and Anr. Vs. Rishi Arora & Anr.

3. That within a week of receipt of the Second Installment i.e. on or before 15.02.2024, the First Party, the Second Party and the Fourth Party shall execute and get registered a relinquishment deed in favor of the Third Party in respect of their 1/4"share each in property bearing No. 48/1, East Patel Nagar, New Delhi. The First Party, Second Party and Fourth Party shall cease to have any right in the property bearing No. 48/1, East Patel Nagar, New Delhi and the Third Party shall be the sole and absolute owner thereof on the due execution and/or registration of the relinquishment deed. The stamp duty and charges for the registration of Relinquishment deed shall be borne by the Third Party alone.



4. That within one week of the withdrawal of the Suit bearing No. CS (OS) No. 455 of 2021 titled as "Samta Khanna &Anr. Vs. Rishi Arora &Anr., the Third Party shall withdraw Test Case (C) No. 27 of 2023 titled as Rishi Arora Vs. State & Others i.e. on or before 22.02.2024.

5. That the First Party and the Second Party shall give their written NOC and appear before the Court in the Petition under Section 482 of Code of Criminal Procedure before the Hon'ble High Court of Delhi and cooperate with the Third and the Fourth Party for quashing of the FIR bearing No. 0046/2022 dated 09.03.2022 at PS Tilak Marg, New Delhi under Section 468 / 471 / 34 of IPC. The Third Party shall pay the sum. of INR 1,15,00,000/- (INR One Crore Fifteen Lakhs only) each i.e. the third installment to the First Party and Second Party at the time of appearance before the Court and/or recording of the statement in the quashing petition on or before 30.04.2024.

6. That within one week of receipt of the Third Installment as detailed in Clause 1 herein above by the First and the Second Party from the Third Party, the First Party, the Second Party and the Fourth Party shall execute and get registered a relinquishment deed in favour of the Third Party in respect of their 1/4*share each in property bearing No. 2562-73 (New) / 2593-2606 Ward No. 16, Gali No. 5 & 6, Ajmal Khan Road, Karol Bagh, New Delhi. The First Party, Second Party and Fourth Party shall cease to have any right in the property bearing No. 2562-73 (New) / 2593-2606 Ward No. 16, Gali No. 5 & 6, Ajmal Khan Road, Karol Bagh, New Delhi and the Third Party shall be the sole and absolute owner thereof on the due execution and/or registration of the relinquishment deed. The stamp duty and other charges for the registration of Relinquishment deed shall be borne by the Third Party alone.

7. That the First Party and Second Party agree that the Third Party is the sole and absolute owner of property being entire Ground Floor without roof rights of Property bearing Municipal No. 2575-B, Ward No. 6, Block No. M, Gali No. 6, Naiwala, Beadonpura, Karol Bagh, New Delhi admeasuring 20.92sq.mtrs.



and the First Party and the Second Party have no right, title or interest therein.

8. That the First Party and Second Party agree and acknowledge that the Third Party is the sole and absolute owner of property being entire First Floor without roof rights of Property bearing Municipal No. 2575-B, Ward No. 16, Block No. M, Gali No. 5 & 6, Naiwala, Beadonpura, Karol Bagh, New Delhi admeasuring 117sq.yds.and the First Party and the Second Party have no right, title or interest therein.

9. That the First Party, Second Party and Fourth Party shall be left with no right whatsoever in the assets, capital, stock, etc. of the Partnership firm M/s. Sargodha Bartan Store of which Late Shri Kanwal Nain Arora was a 50% partner along with the Third Party herein. The assets, capital, stock, etc. of the Partnership firm M/s.Sargodha Bartan Store as on the date of death of Late Shri Kanwal Nain Arora shall solely vest in the Third Party herein who shall be free to deal with the same as per his wishes. The First Party, Second Party and Fourth Party shall not institute any proceedings against the Third Party in this respect.

10. That the First Party and Second Party shall claim no right or interest in any money lying in the Bank Accounts of late Shri Kanwal Nain Arora at the time of his death or that of erstwhile Partnership firm Ms Sargodha Bartan Store or Kanwal Nain Arora HUF or any other moveable assets of late Shri Kanwal Nain Arora. The Kanwal Nain Arora HUF shall stand dissolved and the 1/4th share of First Party and Second Party in the amounts standing therein shall be deemed to have been paid to them upon receipt of the amounts detailed in Clause 1 hereinabove by them. The amounts which stand transferred from the accounts of Late Sh.Kanwal Nain Arora to the Fourth Party shall solely vest in her to the exclusion of all the other parties to the present MOU.

11. That the Fourth Party shall be free to deal with her assets whether movable or immovable including those bestowed upon



her in terms of Clause 10 hereinabove, during her lifetime as per her wishes without any objection from the Other Parties to the Agreement, upon her death the same shall devolve unto the Third Party to the exclusion of the First Party and Second Party. However, the said stipulation shall in no manner prevent the Fourth Party giving anything as per her wish to the First Party and Second Party during her lifetime.

12. That the Parties shall be entitled to get the proceedings against each other revived or file any further proceedings for the enforcement of the terms of this MoU against each other if either of the parties resile or fail to perform their obligations under this MoU in addition to exhausting other remedies as are available to all the parties in accordance with law.

13. That the Parties shall not pursue any litigation, complaint, FIR, Suit or legal proceeding of any sort filed by them against each other details of which have not been encapsulated herein and shall withdraw all such proceedings against each other. The present MoU records the full and final settlement in respect of their disputes pertaining to the estate of late Shri Kanwal Nain Arora, his share in M/s. Sargodha Bartan Store and the respective share of the parties in Kanwal Nain Arora HUF.

14. That the present Agreement supersedes all oral and written understanding arrived at between the parties agreed upon or discussed prior to execution of the present Agreement.

15. That the parties undertake to remain bound by the terms of the present Memorandum of Understanding.

16. That the present settlement agreement is executed in four counterparts, each of which shall constitute an original by itself. Each original shall be retained by respective parties.”

3. Learned counsel for the plaintiffs submits that in terms of the settlement they have received the first instalment and the second instalment has been paid today by way of Demand Draft No. 502061 dated 13.02.2024



in the sum of Rs.75 lakhs in the name of Ms. Samta Khanna and Demand Draft No. 502062 dated 13.02.2024 in the sum of Rs.75 lakhs in the name of Ms. Shilpa Soni both drawn on ICICI Bank, Karol Bagh, Gurdwara Road, Delhi.

4. Learned counsel for the plaintiffs submits that as per terms and conditions, the defendants are required to pay the third instalments at the time of quashing of FIR No. 0046/2022 dated 09.03.2022 registered at P.S. Tilak Marg under Section 468/471/34 of IPC.
5. Learned counsel for the plaintiff submits that the plaintiffs may be allowed to withdraw the present suit in terms of the MOU dated 08.12.2023.
6. Defendant no.2 being an old lady is not present today. However, defendant no.2 undertakes to be bound by the terms and conditions of the settlement on his behalf as well as on behalf of defendant no.2 (his mother).
7. Plaintiffs have also undertaken to be bound by the terms and conditions of the settlement agreement. Statements of plaintiffs no.1 and 2 and defendant no.1 have been recorded separately.
8. In view of the settlement arrived at between the parties and in view of the submissions made by the parties, the petition along with the pending applications is dismissed as withdrawn.

DINESH KUMAR SHARMA, J

FEBRUARY 16, 2024

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