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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 361/2020 & I.A. 3759/2021**
WG. CDR. SANDEEP SAPRA AND ANR. Plaintiffs
Through: Mr. Bhuvan Gugnani & Mr.
Rupender Sharma, Advs. (M.
9810126664)
versus
MR. SACHHIN SAPRA Defendant
Through: Mr. Rohan Thawani, Adv. (M.
9953497729)
51 **WITH**
+ **CS(OS) 362/2020, I.A. 4020/2021 & O.A. 61/2022**
WG. CDR. SANDEEP SAPRA AND ANR. Plaintiffs
Through: Mr. Bhuvan Gugnani & Mr.
Rupender Sharma, Advs. (M.
9810126664)
versus
MR. SACHHIN SAPRA AND ANR. Defendants
Through: Mr. Rohan Thawani, Adv. (M.
9953497729)
52 **AND**
+ **CS(OS) 134/2021, I.As. 3206/2021, 3207/2021 & 13076/2022**
SACHHIN SAPRA & ANR. Plaintiffs
Through: Mr. Rohan Thawani, Adv. (M.
9810802319)
versus
SANDEEP SAPRA & ANR. Defendants
Through: Mr. Bhuvan Gugnani & Mr.
Rupender Sharma, Advs. (M.
9810126664)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **23.01.2024**

1. This hearing has been done through hybrid mode.



2. These are 3 suits which are pending adjudication between the three sons of Late Mr. Surinder Kumar Sapra. The Plaintiffs - Mr. Sandeep Sapra and Mr. Sagar Sapra in two suits i.e., CS(OS) 361/2020 and CS(OS) 362/2020 are the two elder brothers. The youngest brother - Mr. Sachhin Sapra is the Defendant in **CS(OS) 361/2020**. Mr. Sachhin Sapra along with his wife are the Defendants in the matter **CS(OS) 362/2020**. Further, **CS(OS) 134/2021** is the suit filed by Mr. Sachhin Sapra and Mrs. Santosh Sapra - the mother of the three sons and wife of Late Mr. Surinder Kumar Sapra, against Mr. Sandeep Sapra and Mr. Sagar Sapra.

3. The disputes in these cases relate to the following immovable properties which are set out below:

- i) Shop at Property bearing No. J-81, Main Market, Rajouri Garden, New Delhi-110027 in the name of Mrs. Santosh Sapra, having been bequeathed to her by her father Dr. Banwari Lal Nayar, by virtue of his registered Will dated 27th December, 1977 (*hereinafter`J-81`*);
- ii) Back portion admeasuring 510 sq. yds., out of total property admeasuring 1020.1 sq. yds of property bearing No. F-18B, Government School Lane, Rajouri Garden, New Delhi - 110027, now known as House No. F-18B, Rajouri Garden, New Delhi-110027, which was owned by Mrs. Santosh Sapra, having been purchased by her from Mrs. Swaran Lata Sapra, Mr. Vishwa Nath Suri and Mr. Rakesh Suri, vide Sale Deed dated 8th April, 2004 (*hereinafter`F-18B`*);
- iii) Flat on the First Floor of 'B' Unit of property bearing No.C-6, Rajouri Garden, New Delhi-110027, admeasuring 1095.5 sq. ft., which was owned by Mr. Surinder Kumar Sapra and Mrs. Santosh



Sapra in equal share having purchased the same from its previous owners, vide 5 Sale Deeds dated 29th May, 1990; 31st May, 1990; 5th June 1990; 7th June, 1990; and 12th June, 1990 (*hereinafter`C-6`*).

iv) Property bearing No.B-311A, Sushant Lok, Phase-1, Gurugram, earlier owned by Mr. Surinder Kumar Sapra and Mrs. Santosh Sapra in equal shares, having been purchased vide Sale Deed/ Conveyance Deed dated 30th April, 2002 executed by Ansal Properties and Industries Limited (*hereinafter`B-311A`*).

v) Property bearing No. C-2628, Sushant Lok, Phase-1, Gurugram, earlier owned by Mr. Surinder Kumar Sapra and Mrs. Santosh Sapra in equal shares, having been purchased vide Sale Deed dated 16th March, 2004. Executed by Ansal Properties and Industries Limited, in their favour (*hereinafter`C-2628`*).

4. The first two suits were filed initially in 2020 and the third suit was filed in 2021. The case of the parties is that there was a Memorandum of Understanding (*hereinafter,`MoU`*) which was executed initially on 29th March, 2018, as per which, parties had entered into certain agreements. However, this MoU was superseded by a second MoU dated 4th March, 2019. The crux of the entire dispute in all these three suits is the said MoU dated 4th March, 2019. The MoU and the terms thereof would be relevant and hence are extracted below:

“Key Terms of Understanding

1. Full titles of property A and B shall, on conclusion of family settlement and documents therein, be transferred to Sandeep and Sagar. Upon such transfer they can sell these properties.

2. Full title of F18B Rajouri Garden shall continue to be in the name of Mother Santosh Sapra till she is present



on Mother Earth. She shall enjoy, peaceful living therein and Sachhin Sapra and his immediate family, shall continue to live with her as is the case today.

3. Original title deed of F18B Rajouri Garden (in the name of Santosh Sapra), and J81 shop (in the name of Sachhin Sapra) shall be kept with an independent third party in escrow.

4. Within six months of their mother passing away, Sachhin will move out of F18 and give peaceful and vacant possession of F18 to his brothers Sandeep and Sagar. During six months Sachhin shall enjoy peaceful living. Broker visits etc. shall commence after he vacates.

5. On their mother passing away, the escrow holder shall give the original documents of F18B to Sandeep and Sagar who shall transfer F 18B Rajouri Garden to themselves in which, Sachhin shall cooperate fully. When F18B is transferred to Sandeep and Sagar they shall pay Sachhin Rs 16.66 lakhs. When Sachhin vacates F18B Rajouri Garden, the party that holds the documents in escrow shall simultaneously handover the original documents of J81 to Sachhin. Subsequently, all brothers will cooperate with each other fully to effect transfer of ownership.

Cash and bank balances (as on the date on which their mother leaves Mother Earth) along with her movable assets standing in the name of their Mother and if any in the name of their father, Late Surinder Kumar Sapra, shall be shared by the three brothers equally. Till then all information with respect to these movable assets shall continue to be made available to all the brothers.

This understanding supersedes all earlier understanding and documents signed. Any change in the above shall be valid only if signed by all the parties/signatories to this understanding.”

5. Insofar as the property being the shop being J-81, Shop in Rajouri Garden is concerned, the same was gifted by the mother to Mr. Sachhin Sapra vide gift deed dated 8th November, 2018. Insofar as the properties



bearing No.B-311A, Sushant Lok, Phase-1, Gurugram, C-2628, Sushant Lok, Phase-1, Gurugram and F-18B, Rajouri Garden, New Delhi are concerned, gift deeds dated 22nd March, 2019 have already been executed by Mrs. Santosh Sapra in favour of Plaintiff Nos.1 and 2.

6. As per the MoU which has been executed between the parties, there are certain conditions that have been agreed. However, it appears that disputes arose because the said conditions were not being adhered to.

7. After the filing of these three suits and pleadings being completed, today all the three brothers who are present in the Court, have agreed to abide by the terms of the MoU dated 4th March, 2019.

8. The statements of the parties have been recorded today. The parties have agreed to settle the dispute in terms of the MoU. In terms of the said MoU, a decree is passed in the following terms, with the consent of all parties:

- i) The Plaintiffs - Mr. Sandeep Sapra and Mr. Sagar Sapra shall have exclusive ownership and title in respect of the two plots in bearing nos. B-311A, and C-2628, Sushant Lok, Phase-1, Gurugram. Since the original documents of the same are not available, the Plaintiffs are free to obtain the certified copies of the same from the concerned Sub-Registrars/governmental authorities and deal with the said properties and exercise their ownership rights thereof. The Defendant shall not in any manner raise any dispute in respect thereof. Further, even if the documents/title deeds come into the Defendant's possession, he shall not misuse the same and provide the same to the Plaintiffs;
- ii) Insofar as the residential house being property bearing No. F-



18B, Government School Lane, Rajouri Garden, New Delhi - 110027, now known as House No. F-18B, Rajouri Garden, New Delhi-110027, in terms of the MoU, i.e. at point (2) of the MoU reproduced above, the mother - Mrs. Santosh Sapra along with Mr. Sachhin Sapra and his family shall continue to reside in the said residential premises. They shall enjoy the peaceful occupation of the said property during the lifetime of the mother and until six months thereafter. Upon the payment of Rs.16.66 lakhs by the Plaintiffs to Mr. Sachhin Sapra, he shall, by the end of six months after the demise of their mother, handover vacant and peaceful possession of the said property to the Plaintiffs. The Plaintiffs would also have no objection if the Defendant continues to run his professional activities as a Chartered Accountant, from the said premises, as per law. This would be binding on Mr. Sachhin Sapra as also his wife and children.

iii) Insofar as property no. C6 Flat Rajouri Garden is concerned, in terms of the MoU, the ownership and title of the said property shall vests with the Plaintiffs i.e. Mr. Sandeep Sapra and Mr. Sagar Sapra. Since the original documents are not available, the Plaintiffs are free to obtain the certified copies of the same from the concerned Sub-Registrars/governmental authorities and deal with the said properties and exercise their ownership rights thereof. The Defendant shall not in any manner raise any dispute in respect thereof. Further, even if the documents/title deeds come into the Defendant's possession, he shall not misuse the same and provide the same back to the Plaintiffs;

iv) Insofar as Hindu United Family ('HUF') by the name of Mr. '*Surinder Kumar Sapra and Family*' bearing PAN Card No.



AAAHS2048G, is concerned, the parties are agreeable to write to/inform the Income Tax Department for closure of the said HUF and for division of assets, if any. The eldest brother, now as the Karta shall take necessary steps for closure of the HUF with the cooperation of both the other brothers. Mr. Sachhin Sapra, being Chartered Accountant, shall provide all the financials of the HUF, which are within his knowledge and render any assistance that may be needed for closure of the business of the HUF. The assets of the said HUF shall be divided amongst the three brothers, 1/3rd each, after the closure of the HUF. The requisite order shall be applied for before the Income Tax Department and any liabilities thereof shall also be borne by each of the brother 1/3rd equally except for the Sushant Lok plots as also C 6 Flat Rajouri Garden which are falling in the share of the Plaintiffs. In respect of the said three properties, Mr. Sandeep Sapra and Mr. Sagar Sapra shall be liable to bear the liability, if any.

v) If there are any locks which have been put by either parties in any portion of the above listed premises the parties in whose share the said premises falls, are free to break open the same and use the said properties in the terms of the decree passed above.

vi) If there are any photo albums or videos of the family, with any of the brothers, the same shall be pooled together, digitised and copies can be retained by all the three brothers. The original albums can then be divided by mutual agreement amongst themselves or their children.

vii) The parties agree that silver family heirloom (*mukut*), which is in possession of the Plaintiffs shall be shared as and when required with Defendant No.1 – Mr. Sachhin Sapra.



viii) The above settlement shall be final settlement between the parties as also their families and no claims shall be raised in future of above-mentioned assets, movable or immovable by any party or their family members.

9. The suits are decreed in the above terms. All pending applications are disposed of.
10. All interim orders shall stand vacated.
11. Decree sheet be drawn in the above terms.

PRATHIBA M. SINGH, J.

JANUARY 23, 2024

Rahul/bh