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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 680/2022 & I.As. 17970/2022, 17971/2022, 17972/2022,**
13145/2023
MS SARITA CHOPRA AND ORS Plaintiffs

Through: Mr. Rajeev Lochna Manunta, Mr.
Kaushal Chandra Jha and Ms. Naina
Chauhan, Advs.

versus

MS MEENA CHOWDHARY AND ANR. Defendants

Through: Mr. Kapil Sankhla & Ms. Fagun
Sharma, Advs. for D-1 (M-
9999610554)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **27.05.2024**

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiffs seeking recovery of Rs. 3,39,07,451/- from Defendant No. 1. The Plaintiffs include the wife and children of the late Col. Manjeet Singh Chopra, while Defendant No. 1 is his sister. Col. Manjeet Singh Chopra passed away intestate on 24th December 2020, leaving the Plaintiffs as his only Class-I legal heirs.
3. The parties have resolved their disputes in terms of the settlement agreement dated 24th May, 2024 (wrongly mentioned as 24th May, 2023) entered into between the parties under the aegis of the Delhi High Court Mediation and Conciliation Centre.
4. The terms and conditions of the settlement agreement dated 24th May, 2024, are set out in paragraphs J(i) to (xviii). The general terms of the



settlement are also contained in paragraphs (A) to (P) of the settlement agreement dated 24th May, 2024. In terms of the said settlement agreement, it has been agreed that the Defendant No.1-Meena Chowdhary is ready and willing to handover or transfer the entire money lying-in above-mentioned savings bank account bearing no. 663101701167 to the Plaintiff by way of bank transfer. The amount lying has also been crystalized at Rs.3,37,56,156.86/-. The bank account has already been frozen and accordingly, after this Court gives permission, the entire balance has been agreed to be transferred to the Plaintiff.

5. The remaining terms of settlement agreement are also contained in the agreement. The settlement agreement has been executed by the parties as also respective Id. Counsels. The Id. Mediator has also signed the settlement agreement. The documents received have been listed in Schedule A to the settlement agreement. The Special Power of Attorney dated 9th May, 2024, executed by Ms. Simran Chopra has also been annexed to the settlement agreement. In terms of the said Special Power of Attorney, Ms. Chopra has nominated Ms. Sarita Chopra as her Power of Attorney holder.

6. The Court has perused the settlement. The terms are lawful. There is no impediment in recording the same. Accordingly, the suit shall stand decreed in terms of the settlement.

7. The Court grants permission to the Defendant No.2-ICICI Bank to transfer the entire amount lying in the bank account as on date from the account of Smt. Meena Chowdhary bearing no. 663101701167, ICICI Bank to the Plaintiff's bank account. The account details of the same is as under:



Name: Smt. Sarita Kaur Chopra
Bank & Branch: HDFC, Kondwaha Khurd, Pune
Account No: 00291930000837
IFS Code: HDFC0000029

8. The said amount shall be transferred within a period of one week. The concerned bank officials of Defendant No. 2-ICICI Bank shall ensure that the present order is given effect to without any impediment being caused.
9. The decree shall be binding on the parties, and all other(s) acting for or on their behalf. Let the decree sheet be drawn accordingly. The Settlement Agreement dated 24th May, 2024 shall form part of the decree.
10. In view of the settlement, full Court Fee is directed to be refunded through counsel. The suit, along with all other applications, if any, is disposed of in the above terms. Let the decree sheet be drawn up in the above terms.
11. Order *dasti*.

PRATHIBA M. SINGH, J.

MAY 27, 2024

Rahul/dn

(corrected & released on 30th May, 2024)