



\$~12

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 713/2023 & I.A. 22051/2023**

VINOD GROVER Plaintiff

Through: Mr. Abhishek Gupta, Adv (M.
9999959779)

versus

DEEPAK GROVER & ORS. Defendant

Through: Mr. Anchit Jasuja, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **28.03.2024**

1. This hearing has been done through hybrid mode.
2. The present suit is between the family members of late Mr. Harbans Lal Grover. The parties in the present suit are impleaded as under:

Parties in the present suit	
Plaintiff	Mr. Vinod Grover
Defendant No. 1	Mr. Deepak Grover
Defendant No. 2	Mrs. Suman
Defendant No. 3	Mr. Ramesh Kumar
Defendant No. 4	Mrs. Shefali
Defendant No. 5	Mrs. Anita Grover

3. Vide order dated 23rd January, 2024, summons were issued only to the Defendant No.1 and 2.

CS(OS) 713/2023 & I.A. 22051/2023 (for stay)

4. The present suit has been filed by the Plaintiff-Mr. Vinod Grover, who is the son of late Sh. Harbans Lal Grover. The suit has been filed



against Defendant Nos.1 & 2 who are his brother and sister respectively. Defendant No. 3 is the Plaintiff's cousin and Defendant No. 4 is the wife of Defendant No.1. Defendant No. 5 is the wife of Plaintiff himself. The Plaintiff vide this suit is *inter alia* seeking a declaration to declare the Will dated 21st March, 2015 executed by Late Sh. Harbans Lal Grover as null and void. Further, the Plaintiff is also seeking enforcement of the family settlement agreement dated 7th November, 2021 (*hereinafter, 'family settlement'*)

5. It is the case of the Plaintiff that there was a Will executed by his father dated 21st March, 2015 which was superseded by the family settlement signed by all the siblings. As per the said family settlement, the assets listed therein have to be partitioned. However, the Defendants are not coming forward to partition the same, thereby breaching the terms of the family agreement.

6. The Plaintiff urges that he is in possession of Shop No. 112, B-1, Panchwati, First Floor, Azadpur, New Delhi whereas his brother Defendant No.1 has possession of Kothi No. 481, East Mohan Nagar, Amritsar, Punjab. It is averred that the Plaintiff got to know about a Will dated 21st March, 2015, stated to be executed by Late Sh. Harbans Lal Grover is solely in favour of Defendant No.1, thereby excluding the Plaintiff. Thereafter, the Plaintiff and Defendant No.1 entered into a settlement agreement on 7th November, 2021. However, it is submitted that Defendant No.1 has been refusing to adhere to the terms of the said family agreement regarding the partition, which led to the filing of the present suit.

7. On 23rd January, 2024 summons were issued to Defendant No.1 and Defendant No. 2. However, during the pendency of the suit, parties have



entered into a settlement by way of a settlement agreement dated 23rd February, 2024 (*hereinafter, 'settlement agreement'*). The terms of the settlement agreement are contained in paragraph 4 to 13 and the same is set out below:

"4) Whereas all the parties are real brothers and sister. That present family settlement will supersede all previous agreements executed between the parties.

5) Whereas Sh. Harbans Lal Grover & Smt. Santosh Rani were parents of the above parties & have expired on 21.04.2021 & 06.08.2021 respectively.

6) Whereas Sh. Harbans Lal Grover & his wife had purchased properties individually and jointly in Delhi, Haryana and Punjab on or before 31.12.2006. Whereas late Harbans Lal Grover & Smt. Santosh Rani, have also executed registered & legal WILLS dated 21.3.15 having book no. 3964 and dated 7.4.14 having book no. 4791 respectively in favour of the second party bequeathing all their movable & immovable properties in the name of 2nd party & after the death of Sh Harbans Lal Grover & Smt Santosh Rani all their movables & immovable properties have been devolved upon the 2nd party by virtue of registered & legal will executed by his parents Sh Harbans Lal Grover & Smt Santosh Rani. The properties which were purchased by Late Sh Harbans Lal Grover & Late Smt Santosh Rani on or before 31/12/2006 in the name of their Family Members, the details given below

- 1. Lt Sh. Harbans Lal Grover*
- 2. Lt Smt Santosh Rani*
- 3. Sh Vinod Grover*
- 4. Sh Deepak Grover*
- 5. Smt Anita Grover*
- 6. Smt Suman Budhiraja*



7. Smt Shefali Grover

7) However, It has been decided that to keep peace in the family & to maintain cordial relations that the first party will have 31.5% share in the properties purchased before 31.12.2006 by his parents & the remaining share of 68.5% will be of 2nd party & third party will have no share at all. The agreed sharing ratio is also mentioned below-

1. Sh Vinod Grover (First Party) : 31.5%

2. Sh Deepak Grover (Second Party) : 68.5%

8) It is also agreed between all the parties that the properties purchased after 31.12.2006 in the name of Late Sh Harbans Lal Grover & Late Smt Santosh Rani, will stand in the name of second party and the first party will not claim any share, right and demand in those properties in present or in future.

9) First and second party has agreed that they will sell the properties led by their parents at the highest quoted price by either of the party or by any third party & sale proceeds will be shared by them in the agreed ratio.

10) Whereas all the parties agreed that the properties registered in the name of their parents after 31.12.2006 will stand in the name of second party, and first party & third party will not claim any share in those properties.

11) Whereas First party is running his business second party will not claim any share in the business of first party and similarly second party is running his business, and first party will also not claim any share in the business of second party. The first party shall have no right, claim, demand or any type of interference in present & in future in his father Lt Sh. Harbans Lal Grover's Business which is now continued by Second Party i.e. Sh Deepak Grover. It is agreed by the first party that he will write letter to RCF limited



for restoration of supply and buffer (Regarding NOC) to the second party. It is further agreed that any amount received from the government acquired lands in the states of Haryana & Punjab will also be divided in the above agreed ratio between the First and the Second Party w.e.f the date of Memorandum.

12) Whereas 1st & 2nd party shall also be bound to withdraw legal proceedings which were filed by them against each other, if any. That after the execution of the present family settlement, first party will file the signed family settlement before the Hon'ble Delhi High Court in the case titled "Vinod Kumar Grover vs Deepak Grover & Ors, bearing no. CS (OS) 812 of 2023.

13) Whereas legal heirs of all the parties will be bound to fulfil the terms and conditions of this agreement in future and no parties will have the right to back out of this agreement."

8. The settlement agreement has been signed by the siblings as also by Ms. Anita Grover and Ms. Shefali Grover i.e., the wives of both the brothers. It is also being witnessed by Mr. Himanshu Aggarwal and Mr. Tanveer Kumar Gupta as witnesses.

9. The Court has perused the settlement. As per the settlement, it has been agreed that the Defendant- Mr. Deepak Grover would enjoy 68.5% share and Mr. Vinod Grover shall enjoy 31.5% in the properties purchased before 31st December, 2006 by his parents.

10. The remaining terms of the settlement agreement have also been perused. The terms are lawful. There is no impediment in recording the settlement. The suit shall stand decreed in terms of the settlement agreement dated 23rd February, 2024, extracted above. The parties and their families



as also anyone acting for or on their behalf shall be bound by the terms of the settlement.

11. The suit is decreed in terms of the settlement agreement dated 23rd February, 2024. Let the decree sheet be drawn. All pending applications are disposed of.

12. The next date of hearing stands cancelled.

PRATHIBA M. SINGH, J.

MARCH 28, 2024

dj/rks