



\$~83

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

+ **CS(OS) 107/2016**

**POONAM GUPTA**

.....Plaintiff

Through: Ms. Sonakshi Singh and Mrs. Poonam  
Gupta, Advocates.

versus

**SANJAY KUMAR GUPTA & ORS**

.....Defendants

Through: Mr. Naresh Kumar Daksh, Advocate  
for Defendant Nos.1 to 3 with  
Defendant Nos.1 to 3 in-person.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**18.12.2024**

%

**I.A. 48852/2024**

1. The present application under Order XXIII Rule 3 CPC has been filed on behalf of the Plaintiff and Defendant Nos.1 to 3 for disposing of the present suit being CS(OS) 107/2016 in terms of the Settlement Agreement dated 16.12.2024 entered into between the parties.
2. The present suit has been filed by the Plaintiff seeking cancellation of the Relinquishment Deed dated 17.08.2015 executed by the Plaintiff as well as Defendant Nos.2 and 3 in favour of Defendant No.1, and for injunction and partition of the suit property.
3. It is stated that the parties have entered into a Settlement Agreement on 16.12.2024. The Settlement Agreement dated 16.12.2024 reads as under:

**"SETTLEMENT AGREEMENT"**

*This **SETTLEMENT AGREEMENT** is made and*



*executed at New Delhi on this the 16<sup>th</sup> day of December, 2024*

***BY AND BETWEEN***

***SMT. POONAM GUPTA*** wife of Shri Mukesh Gupta and D/o Shri Sunder Lal Gupta presently residing at 78-79, Karie Riverville, Benaulim, South Goa, Goa 403716, presently in New Delhi, hereinafter called and referred to as the ***“FIRST PARTY”***.

***AND***

***SHRI SANJAY KUMAR GUPTA*** S/o Shri Sunder Lal Gupta resident of C-14, Shivalik, New Delhi- 110017, hereinafter called and referred to as the ***“SECOND PARTY”***.

***AND***

***SHRI SUNDER LAL GUPTA*** son of Late Shri Rattan Lal both resident of C-14, Shivalik, New Delhi - 110017, herein called and referred to as the ***“CONFIRMING PARTY”***.

*The expression of the terms the First Party, Second Party and Confirming Party wherever they occur in the body of this Agreement shall mean and include the respective Party, their respective legal heirs, successor-in-interest, legal representatives, attorneys, executors, transferee, beneficiary nominees and assignee etc.*

*WHEREAS an immovable Property bearing No. C-14, Shivalik, Malviya Nagar, New Delhi-110017 was owned by Smt. Pushpa Gupta wife of Shri Sunder Lal Gupta i.e. mother of the First and Second Party. That said Smt. Pushpa Gupta unfortunately died on*



*4.8.2015 intestate leaving behind her husband Shri Sunder Lal Gupta, daughter Smt. Poonam Gupta i.e. First Party, two sons Shri Sanjay Kumar Gupta i.e. Second Party and Shri Pawan Gupta.*

*AND WHEREAS, after death of Smt. Pushpa Gupta, a Relinquishment Deed dated 17.8.2015 was executed by Smt. Poonam Gupta i.e. the First Party, Shri Pawan Gupta and Shri Sunder Lal Gupta i.e. Confirming Party in favour of Shri Sanjay Kumar Gupta i.e. Second Party in respect of the aforesaid immovable Property and said Relinquishment Deed is registered in the office of the Sub-Registrar, Delhi.*

*WHEREAS the First Party has filed a Civil Suit (OS) No. 107/2016 in the Hon'ble High Court of Delhi at New Delhi seeking cancellation of Relinquishment Deed dated 17.8.2015 and seeking partition of the said immovable Property and thus, a dispute/litigation is pending as regards the immovable Property bearing No. C-14, Shivalik, Malviya Nagar, New Delhi-110017 and other claims as made therein.*

*AND WHEREAS, during pendency of the subject Civil Suit in the Hon'ble High Court of Delhi, after due consultations with their respective Counsels, family members and considering their relationship and to restore the peace and harmony in the families, both the Parties have agreed to resolve the matter amiably and have drawn the following consent-terms to close the pending litigation after the fulfilment of their respective obligations therein.*

*AND WHEREAS to avoid any dispute, claim demand, controversy of conflict of whatsoever nature in future or otherwise, the Parties have decided to reduce their understanding and agreement in writing.*



**THEREFORE, THIS SETTLEMENT  
AGREEMENT WITNESSES AS UNDER:**

1. *The First Party, subject to agreement and undertaking of the Second Party for the fulfilment of obligations as mentioned hereunder, has agreed to withdraw the Civil Suit (OS) No. 107/2016 pending at this Hon'ble High Court of Delhi at New Delhi against all Defendants and declare that she is left with no grievance as regards the genuineness, authenticity, validity, execution and registration of the Relinquishment Deed dated 17.8.2015 executed in favour of the Second Party.*

2. *That in consideration of the First Party withdrawing the Civil Suit(OS) No. 107/2016 and declaring and undertaking not to dispute the genuineness, validity and valid execution of Relinquishment Deed dated 17.8.2015 and also not to make any claim, right or share of whatsoever nature in the aforesaid immovable Property, to compensate the First Party, the Second Party has agreed to pay a sum of Rs. 70,00,000/- (Rupees Seventy Lacs) to the First Party and also her part of Jewellery and the First Party has agreed to accept the said amount and jewellery towards full and final settlement amount towards all her claims, rights, share or otherwise in the aforesaid immovable Property and other movable assets/properties left behind by Smt. Pushpa Gupta:*

3. *Both the Parties have agreed that the aforesaid settlement amount of Rs. 70,00,000/- (Rupees Seventy Lacs) shall be paid by the Second Party in the following manner:*

| <b>S.N.</b> | <b>MODE</b> | <b>Amount (Rs)</b> | <b>Date</b>                      |
|-------------|-------------|--------------------|----------------------------------|
| 1.          | Online      | 5,00,000.00        | At the time of execution of this |



|    |                                               |                     |                                                                     |
|----|-----------------------------------------------|---------------------|---------------------------------------------------------------------|
|    |                                               |                     | <i>Settlement Agreement.</i>                                        |
| 2. | <i>Demand Draft No. 008668 dt. 16.12.2024</i> | 65,00,000.00        | <i>At the time of recording of Settlement in the Hon'ble Court.</i> |
|    | <b>TOTAL</b>                                  | <b>70,00,000.00</b> |                                                                     |

*And the First Party hereby admits and acknowledges having received the amount of Rs. 5,00,000/- (Rupees Five Lacs) from the Second Party through online mode being part settlement consideration and also the jewellery towards her share in full and final. It is declared and agreed by the Second Party that the Civil Suit No (OS) No. 107/2016 shall be deemed to have been withdrawn by the First Party only after receipt of the balance amount by way of Demand Draft in the Hon'ble Court.*

*4. The First Party also agrees and declares that only after receipt of agreed settlement amount, the Suit shall stand withdrawn and she shall be left with no claim, right or share of whatsoever nature in the immovable property bearing No. C-14, Shivalik, Malviya Nagar, New Delhi-110017, which presently is existing and is in possession of the Second Party exclusively. It is agreed that on payment of settlement amount to the First Party, the Second Party shall be entitled and free to enjoy the ownership and to deal with the said Property as per his needs and choice without objection and obstruction from any party.*

*5. The First Party also agrees, admits and acknowledges that on receipt of the full settlement amount of Rs. 70 Lacs from the Second Party, all her rights, share and title as regards any or all movable and immovable properties and assets of Smt. Pushpa*



*Gupta shall stand relinquished and vested in the Second Party and the Second Party will be the absolute owner thereof. Further, the First Party also agree and declares that she will also not claim any right, share, title or claim of whatsoever nature in future or otherwise in any of the movable and immovable property and assets of the Confirming Party Shri Sunder Lal Gupta as are owned or as may be owned/possessed by him in whatsoever capacity or as may be left behind by him.*

*6. The Second Party and the Confirming Party have also agreed and declared that neither they have any share or right in any of the moveable or/and immoveable properties of the First Party nor will they claim any right or share in the moveable or/and immoveable properties of the First Party or her family members on whatsoever ground under any Statute as applicable presently or may be applicable in future.*

*7. The Parties hereby admit and acknowledge that on discharge of their respective obligations as mentioned/agreed herein above, all the dispute, controversies, claims, demands and litigation in respect of the suit immoveable property shall stand settled once for all and the Parties shall be left with no grievance, difference, claims or demands of whatsoever nature against each other. Further the Parties have agreed that they will not initiate any complaint or litigation of whatsoever as regards any past dispute, issue or matter.*

*8. The Parties confirm that this Proposed Settlement is signed by them willingly, voluntarily and without any pressure, coercion or threat and also admit that the Consent terms of Settlement shall always remain valid and binding on the legal heirs, legal representatives, successors- in-interest or assigns of each Party.*



*9. the Parties have agreed and decided that this Agreement shall be Triplicate and one original shall be retained by the First Party, one original shall be retrained by the Second Party and one original shall be filed in the Hon'ble Court alongwith compromise Agreement.”*

4. A perusal of the Settlement Agreement dated 16.12.2024 shows that the Defendant No.1 has agreed to pay a sum of Rs.70,00,000/- to the Plaintiff towards the claim of immovable property along with the jewellery. It is stated that a sum of Rs.5,00,000/- has been paid by Defendant No.1 through online mode and a Demand Draft bearing No.008668 dated 16.12.2024 drawn on HDFC Bank of Rs.65,00,000/- has been handed over to the Plaintiff in Court today.

5. Plaintiff and Defendant No.1 are present in Court. They have given an undertaking to this Court that they have entered into the Settlement Agreement dated 16.12.2024 out of their own will, without any undue influence or coercion. They state that the present suit be disposed of as withdrawn in terms of the Settlement Agreement dated 16.12.2024 entered into between the Parties. Statements of the Plaintiff and Defendant No.1 have been recorded.

6. In view of the above, the present suit is disposed of as withdrawn in terms of the Settlement Agreement dated 16.12.2024. The Parties shall abide by the terms of the Settlement Agreement dated 16.12.2024 and they shall not file any other claim qua the properties in question either movable or immovable in future.

7. In view of the fact that the parties have settled the dispute, the Court Fee given by the Plaintiff be returned in terms of Section 16 of the Court



Fees Act.

8. The application is disposed of.

**SUBRAMONIUM PRASAD, J**

**DECEMBER 18, 2024**

*S. Zakir*