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

Date of Decision:-30th January, 2024.

+ **CS(OS) 52/2024 & I.A. 1462/2024**

JYOTSNA BEDI Plaintiff

Through: Mr. Giriraj Subramaniam, Mr. Vikash Pathak, Mr. Joy Banerjee, Mr. Parmod Sharma, Mr. Akhilesh Talluri, Advs (M. 9899436986)

versus

TIKKA BRIJINDER SINGH BEDI & ORS. Defendants

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr. Ashim Shridhar, Mrs. Radhika Gupta, Advs. for D-1 (M. 8745971372)

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. The present dispute is between family members. The Plaintiff and the Defendants are legal heirs of Late Shri J.S. Bedi, who had one son and four daughters. The son is Mr. Tikka Brijinder Singh Bedi i.e., Defendant No.1 and the Plaintiff i.e., Jyotsna Bedi and Defendant Nos. 2 & 3 are three daughters. Defendant Nos. 4 & 5 are the children of the deceased fourth daughter Late Smt. Birinder Bindra.
3. The dispute in the present case is in respect of family settlement dated 7th August, 1992, as per which, according to the Plaintiff, she has rights to reside in the second floor of the property bearing No.132, Golf Lines, New Delhi during her lifetime. The plaint has been filed on behalf of Mrs. Jyotsana Bedi through special Power of Attorney holder namely Ms.



Nilmani Singh, her other sister. The said Power of Attorney holder Ms. Nilmani Singh is stated to have filed another suit in respect of the family assets being **CS(OS) 207/2021** titled ***Neelmani Singh v. Tikka Brijinder Singh Bedi & Ors.***

4. It is averred that the suit property has been mutated by Defendant No.1 by relying on an unregistered Will and accompanying affidavits. However, it is the case of the Plaintiff that the Plaintiff was not present in India when the purported affidavit was sworn before the Executive Magistrate in Tiz Hazari Courts on 19th February 1993. The Plaintiff apprehends that Defendant No.1 is attempting to alienate the suit property.

5. On the last date of hearing, when the matter was listed before the Court, on behalf of the Defendant No.1, who is the only contesting Defendant in the present matter, it was submitted that he is willing to be bound by the Agreement cum Memorandum of Understanding (hereinafter, 'MoU') dated 7th August, 1992 if the Plaintiff would be bound by the said MoU.

6. In view of the said submission, Mr. Subramanian Id. Counsel submitted that he would like to take instructions and the following direction was issued vide order dated 22nd January, 2024.

"10. After hearing the parties, it has been put to counsels that if the MoU is admitted, both parties ought to abide by the same. Ld. Counsel for the Plaintiff is willing to seek instructions if his client is willing to be bound by the said agreement, which is the family settlement agreement, in which case, the Defendant No.1 would also be bound by the said settlement. Let the Plaintiff seek instructions."



7. Today, it is submitted by both the Counsels that the Plaintiff and the Defendant No.1 that they are willing to be bound by the terms and conditions contained in the Agreement-Arrangement cum Memorandum of Understanding dated 7th August, 1992. For the sake of clarity and reference, the terms of the said MoU are extracted herein below:

"1. That all parties undertake to abide by the wish of the parties No. 1 and 2.

2. That Party No. 1 has written a WILL xxxxx xxxxx xxxx xxxxxx xxxxx xxxxx dated 19th January 9 1 which is unregistered and he has under this will bequeathed his property 132, Golf Link to his son Tikka Brijinder Singh Bedi with the proviso that 1st Floor and 2nd Floor will be in possession of party No. 2 Mrs. Swarn Kaur Bedi for her life time. Under this Arrangement all parties endorse this WILL of Party No. 1. In the event of premature death of Party No: 3 Tikka Brijinder Singh Bedi the property shall pass on to his son Tikka Angad Singh Bedi.

3. That now all parties have further decided that Party No. 3 will inherit the property of Party No. 1 namely 132, Golf Links, New Delhi. 1st Floor and 2nd Floor of the same shall remain in the possession of Party No. 2 for her residential use for her life time. She may rent out flat on 2nd Floor and enjoy the rental of the same.

4. That after the Life time of Party No. 2 the possession of the First Floor of the said property shall be given back to Party No. 3, Tikka Brijinder Singh Bedi or in the event of his premature death, to his son Tikka Angad Singh Bedi. That party No. 2 shall not part with possession of 1st Floor Flat except to Party No. 3 or his son.

5. That the 2nd Floor Flat shall be given to Ms. Jyotsna Bedi for her residential use for her life time. Thereafter the possession shall revert back to Tikka



Brijinder Singh Bedi or to Tikka Angad Singh Bedi in the event of death of Tikka Brijinder Singh Bedi.

6. *That party No. 7 shall have no right to part with or handover possession of the same i.e. 2nd Floor Flat to anybody else other than party No. 3 or his son. However party No. 3 cannot sell the Building 132, Golf Links without explicit written permission of Party No.7.*

7. *That it is specifically agreed that Party No. 7 shall keep the Flat only for her personal use and only for her life till time. The title of the same shall remain in the name of Tikka B.S. Bedi (Party No.3) or Tikka Angad Singh Bedi as the case may be.*

8. *That Party No. 7 shall have no right to will the flat to anybody.*

9. *That it is also agreed that Party No. 3 shall improve the Flat by painting, repairing etc. before handing over to Party No. 7. Party No. 3 will renovate the flat by adding one more Bedroom and one Bathroom to the existing flat and make it into a Two Bedroom Drawing Dining Flat.*

10. *That it is also agreed that when the ownership of the property passes on to party No.3 he shall bear all Municipal Taxes of the property.*

11. *That currently the property is under equitable mortgage with Punjab Sindh Bank. This Liability to be cleared by Party No. (illegible).*

12. *All parties agree to the above arrangement which it is also explicitly agreed is to be irrevocable and cannot be changed.*

13. *Any dispute arising between the parties relating to the aforesaid arrangement will be settled by a mutually agreed Arbitrator."*

8. Family Settlements are to be given utmost importance in order to maintain the peace and tranquillity in the family. The Supreme Court in ***Kale v. Deputy Director (1976) 3 SCC 119*** emphasised that Courts need to give



prime consideration to such settlements. The observations of the Supreme Court are set out below:

“9. Before dealing with the respective contentions put forward by the parties, we would like to discuss in general the effect and value of family arrangements entered into between the parties with a view to resolving disputes once for all. By virtue of a family settlement or arrangement members of a family descending from a common ancestor or a near relation seek to sink their differences and disputes, settle and resolve their conflicting claims or disputed titles once for all in order to buy peace of mind and bring about complete harmony and good will in the family. The family arrangements are governed by a special equity peculiar to themselves and would be enforced if honestly made. [....]

The object of the arrangement is to protect the family from long drawn litigation or perpetual strifes which mar the unity and solidarity of the family and create hatred and bad blood between the various members of the family. Today when we are striving to build up an egalitarian society and are trying for a complete reconstruction of the society, to maintain and uphold the unity and homogeneity of the family which ultimately results in the unification of the society and, therefore, of the entire country, is the prime need of the hour. A family arrangement by which the property is equitably divided between the various contenders so as to achieve an equal distribution of wealth instead of concentrating the same in the hands of a few is undoubtedly a milestone in the administration of social justice. That is why the term "family" has to be understood in a wider sense so as to include within its fold not only close relations or legal heirs but even those persons who may have some sort of antecedent title, a semblance of a claim or even if they have a spes successionis so that future disputes are sealed for ever and the family instead of fighting claims inter se and wasting



time, money and energy on such fruitless or futile litigation is able to devote its attention to more constructive work in the larger interest of the country.

The Courts have, therefore, leaned in favour of upholding a family arrangement instead of disturbing the same on technical or trivial grounds. Where the courts find that the family arrangement suffers from a legal lacuna or a formal defect the rule of estoppel is pressed into service and is applied to shut out plea of the person who being a party to family arrangement seeks to unsettle a settled dispute and claims to revoke the family arrangement under which he has himself enjoyed some material benefits.

9. The above decision of the Supreme Court has been reiterated and reaffirmed from time to time. The decision in *Kale (supra)* was considered by the Supreme Court in *Sita Ram Bhamra v. Ramvatar Bhamra* [AIR 2018 SC 3057] where the legal position was once again affirmed.

10. Further, this Court in *Dainik Samachar Ltd Through Its Director Mrs Kiran Chopra v. The Registrar Of Newspaper For India Through The Press Registrar & Anr* (2023:DHC:2310), also followed the said decision and observed that “Family settlements, especially in Indian businesses are usually entered into to maintain peace and equilibrium in the family”.

11. Considering the fact that the Plaintiff and Defendant No.1 are willing to be bound by the said MoU, which is in the nature of a family settlement, the suit shall stand decreed against the Defendant No.1 in terms of the said MoU. The Plaintiff and Defendant No.1 and anyone else acting on their behalf shall be bound by the terms and conditions of the MoU.

12. Decree sheet be drawn.

13. Insofar as the other Defendants are concerned, the Plaintiff does not



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press any relief qua those Defendants. Accordingly, Defendant Nos. 2, 3, 4 and 5 are deleted from the array of parties.

14. The suit and all pending applications are also disposed of.

PRATHIBA M. SINGH
JUDGE

JANUARY 30, 2024/dk/bh