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

+ **CS(OS) 741/2024**

SMT. LOKESHWARI DEVI

.....Plaintiff

Through: Mohd Faris, Advocate

versus

SH. EIAKAGRA GUPTA & ANR

.....Defendants

Through: Mr. Sushant Sagar, Mr. Yashaswi S.
K. Chocksey for Defendent Nos.1 &
2
Mr. Sushant Sagar, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.12.2024

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I.A. 48463/2024

1. This is an application under Order XXIII Rule 3 CPC for passing the compromise deed in terms of the memorandum of family settlement dated 23.06.2023.
2. The present suit is for partition and injunction. It is stated that the parties have entered into a settlement and a memorandum of settlement. Though the memorandum of settlement has been extracted *in toto* in the Order dated 17.12.2024 passed by this Court, yet the same is being extracted once again in the Order. The said memorandum of settlement reads as under:-

“MEMORANDUM OF FAMILY SETTLEMENT

This family settlement is made on this 23rd day of June,



2023 at New Delhi between the following family members:

Smt. Lokeshwari Gupta W/o Lt. Sh. Atul Kumar Gupta, aged about 61 years R/o P-87- South Extension Part II. New Delhi-1100-49 (Hereinafter referred to as "FIRST PARTY")

AND

Sh. Eiakagra Gupta S/o Lt. Sh. Atul Kumar Gupta, aged about 37 years P-87- South Extension Part II. New Delhi-110049 (Hereinafter referred to as "SECOND PARTY")

AND

Smt. Deepakshi Gupta D/o Lt. Sh. Atul Kumar Gupta, aged about 41 years P-87- South Extension Part II. New Delhi-110049 (Hereinafter referred to as "THIRD PARTY")

The present settlement has been executed between the FIRST PARTY. SECOND PARTY & THIRD PARTY who are the real wife, son & daughter of Lt. Sh. Atul Kumar Gupta S/o Lt. Sh.

Padam Chand R/o P-87- South Extension Part II. New Delhi-110049 (hereinafter referred to as "deceased Father/Husband") respectively. That unfortunately Lt. Sh. Atul Kumar Gupta expired on 9th day of March. 2023 intestate. Since there was no will the FIRST PARTY, SECOND PARTY & THIRTY PARTY had orally entered into a family settlement which now is mutually being reduced to this memorandum of family settlement for distribution of the immovable & movable assets acquired Lt. Shri Atul Kumar Gupta S/o Lt. Shri Padam Chand in his lifetime. The FIRST PARTY,



SECOND PARTY & THIRD PARTY are the only Class-I legal heirs of the deceased Father/Husband. +

The details of the immovable and movable assets absolutely owned and possessed by the deceased Father/Husband are as under:

- 1. 50% ownership of property/Farm House No. J-51, Lane W-15L, Western Avenue, Sainik Farms, New Delhi-110062.*
- 2. 50% share/ownership In Apartment No. 1403, Tower 4, 13th Floor, Unitech Horizon. Plat No. 6. Sector-PI-2. Greater Noida.*
- 3. 50% share/ownership in 347F, Udhyog Kendra-1, Ecotech-III, Greater Noida, U.P.*
- 4. 50% share/ownership in property measuring Bigha 1 Biswa, Khasra No. 499, Village Neh Sarai, New Delhi.*
- 5. 50% share/ownership in House at Ambey Valley, property located at Plot No. 189; Gate No. 37. Village Deoghar, Taluka Mulshi, District Pune. Maharashtra.*
- 6. 50% share/ownership in House no. P-87- South Extension Part II. New Delhi-1100-49,*
- 7. Some shares of C.K. Exporter LLP, B-1, Ext/A-39, Mohan Cooperative Industrial Estate. Mathura Road, New Delhi-110044, I am also having some shares in Public Companies.*
- 8. Some shares of JEBI MILK PRODUCTS. B-1, Ext./A-19, Mohan Cooperative Industrial Estate, Mathura Road. New Delhi-110044,*



9. 20% Partnership in M/s Fashion House Inc. B-1. Ext./A-39. Mohan Cooperative Industrial Estate. Mathura Road, New Delhi-110044.

10. Some movable properties like jewelry, household articles, Silver Utensils & Coins, bank account, shares & mutual funds etc.

That as per the terms and conditions, the FIRST. SECOND & THIRD Party hereby enter into the present memorandum of family settlement, thereby reducing the terms of the oral settlement on the following terms:

a. 50% ownership of property/Farm of Lt. Shri. Atul Kumar Gupta in House No. J-51, Lane W-15L, Western Avenue, Sainik Farms. New Delhi-110062 in the name of Lt. Shri Atul Kumar Gupta shall go in favour of FIRST PARTY.

b. 50% share/ownership of Lt. Shri. Atul Kumar Gupta in Apartment No. 140,3, Tower 4. 13th Floor. Unitech Horizon, Plot No. 6, Sector-PI-2. Greater Noida shall go in favour of SECOND PARTY.

c. 50% share/ownership of Lt. Shri. Atul Kumar Gupta in in 347F, Udhyog Kendra- 1, Ecotech-III. Greater Noida, U.IP. shall go in favour of FIRST PARTY.

j. All the shares in Public Companies held by the Lt. Shri Atul Kumar Gupta shall he transferred in the name of FIRST PARTY.

k. All the jewelry, cash, bank balance, household articles, Silver Utensils, Coins & mutual funds in the name of Lt. Shri Atul Kumar Gupta shall go to the FIRST PARTY.



OVERALL TERMS AND CONDITIONS OF THE MEMORANDUM OF FAMILY SETTLEMENT

Now this deed witnesses that in pursuant to the oral family settlement and in consideration of the memorandum for family settlement arrived at between the parties is hereunder:

- 1. The parties hereby agree with each other that they will observe, perform and convene the terms and conditions stated herein above.*
- 2. It is hereby declared and agreed between the parties that this memorandum for family settlement ends all disputes between the parties relating to the respective rights and claims of the parties to the family properties and the parties admit and acknowledge the claims of each other towards their respective properties as per this memorandum for family settlement.*
- 3. All the conditions of the memorandum for family settlement have been fully explained to all the parties, who are the signatories to this agreement for family settlement and the said signatories have in consultation fully examined and considered the said terms and conditions and have given their free consent at their will without any force, coercion and/or inducement.*
- 4. That the present memorandum for family settlement shall be considered as final and conclusive and shall not be altered or changed at any subsequent stage of the settlement. All the parties of the present memorandum for family settlement shall be bound with the terms of the present memorandum for family settlement and shall adhere to the respective shares as demarcated and stated under the present memorandum for family settlement.*



5. That the present memorandum for family settlement will have a legal force and shall be presented, forwarded before the Authorities concerned for the transfer of the respective immovable & movable assets between the parties. Should any party or parties require at any stage, the parties to the present memorandum of family settlement shall be bound to issue NOC and execute other documents that may be required with regard to the transmission of assets.

d. 50% share ownership of Lt. Shri Atul Kumar Gupta in property measuring 1 Bigha 1 Biswa, Khasra No. 499, Village Neb Sarai at New Delhi shall go and devolve upon THIRD PARTY. It is be pertinent to mention here that the property measuring 1 Bigha 1 Biswa Khasra No. 499, Village Neb Sarai, New Delhi is 50% owned by Lt. Sh. Atul Gupta and 50 owned by his deceased father Lt. Sh. Padam Chand. The 50% share of his deceased father L.t. Sh. Padam Chand has already been given to THIRD PARTY, so the THIRD PARTY will be the 100% owner of the said property i.e. measuring | Bigha, I Biswa. Khasra No. 499. Village Neb Sarai. New Delhi, henceforth.

e. 50% share/ownership of Lt. Shri. Atul Kumar Gupta in House no. P-87-South Extension Part II, New Delhi-110049 shall go in favour of FIRST PARTY.

f. 50% share/ownership of Lt. Shri. Atul Kumar Gupta in House at Ambey Valley, property located at Plot No. 189. Gate No. 37. Village Deoghar Taluka Mulshi, District Pune, Maharashtra shall go in favour of SECOND PARTY.

g. 20% share in partnership of Lt. Shri Atul Kumar Gupta in M/s Fashion House Inc will be transferred to FIRST PARTY.



h. All the shares of Lt. Shri. Atul Kumar Gupta in C.K. Expon LLP. B-1, Ext/A-39, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 shall be transferred in the name of FIRST PARTY.

i. All the shares of Lt. Shri. Atul Kumar Gupta in JEBI MILK PRODUCTS Pvt. Ltd., B-1. Ext/A-39, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 shall be transferred in the name of SECOND PARTY.

6. It is agreed between the parties that they shall fully cooperate with each other in terms of the present memorandum of family settlement & they shall further be bound to present themselves, execute, sign any other document required at any other stage for the transfer/transmission of these assets in terms of the present memorandum of family settlement.”

3. By the Order dated 17.12.2024, the parties were directed to appear before the learned Joint Registrar on 19.12.2024 since some of the parties were not present in Court.

4. It is stated that the parties appeared before the learned Joint Registrar on 19.12.2024. Learned Counsel for the Plaintiff and the Defendants state that the statements have been recorded before the learned Joint Registrar on 19.12.2024.

5. In view of the statement given by the learned Counsels for the parties that the statements have been recorded before the learned Joint Registrar, this Court is inclined to pass a decree in terms of the memorandum of settlement entered into between the parties.

6. The suit is disposed of along with pending application(s), if any.

7. Let the decree sheet be drawn up accordingly.



8. The application is disposed of.

DECEMBER 20, 2024

hsk

SUBRAMONIUM PRASAD, J