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

+ **CS(OS) 1158/2015**

SANJAY WADHWA Plaintiff

Through: Mr. Sanjay Wadhwa, Plaintiff in
person (M. 9910803677)

versus

AMAR NATH WADHWA & ORS Defendants

Through: Mr Amit Madan, Adv. (M.
9837082632)

Mr. Mohit Gupta, Ms. Meenakshi
Garg, Ms. Aayushi Jain, Ms.
Seemab Ali Fatima, Advs. For D-2
(M. 8587890142)

12

WITH

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CS(OS) 120/2018

SANJAY WADHWA Plaintiff

Through: Plaintiff in person.

versus

SHRI ANIL KUMAR WADHWA

AND OTHERS

..... Defendants

Through: Mr. Mohit Gupta, Ms. Meenakshi
Garg, Ms. Aayushi Jain, Ms.
Seemab Ali Fatima, Advs. for D-1

Mr Amit Madan, Adv. (M.
9837082632)

13

WITH

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EX.P. 22/2018

SH. AJAY KUMAR WADHWA Decree Holder

Through: Decree Holder in person.

versus

MR. AMARNATH WADHWA (SINCE DECEASED)



THROUGH HIS LRS. & ORS

..... Judgement Debtors

Through: Mr Amit Madan, Adv. (M. 9837082632)

Mr. Mohit Gupta, Ms. Meenakshi Garg, Ms. Aayushi Jain, Ms. Seemab Ali Fatima, Advs. For JD-4

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AND

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TEST.CAS. 12/2019

SH. ANIL KUMAR WADHWA

..... Petitioner

Through: Mr. Mohit Gupta, Ms. Meenakshi Garg, Ms. Aayushi Jain, Ms. Seemab Ali Fatima, Advs.

versus

STATE & ORS.

..... Respondents

Through: Mr Amit Madan, Adv. (M. 9837082632)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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07.02.2024

1. This hearing has been done through hybrid mode.
2. **CS(OS) 1158/2015** and **CS(OS) 120/2018** are two suits filed by the Plaintiff- Sanjay Wadhwa in respect of the properties of Late Smt. Kunti Devi and Late Shri Amar Nath Wadhwa.
3. There have been different settlement agreements between different parties in the present suits. The settlement agreements are as follows:

<i>Case Number</i>	<i>Date of Settlement Agreement</i>	<i>Parties Involved</i>
<i>CS(OS) 1158/2015</i>	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Ajay Wadhwa
	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Sunil Kumar Wadhwa



	8 th August, 2022	Anil Kumar Wadhwa and legal heirs of Late. Ms. Veena Madan- Ramesh Madan, Amit Madan, Ritu Khanna and Rupali Sehgal.
	4 th July, 2022	Anil Kumar Wadhwa and Sanjay Wadhwa
CS(OS) 120/2018	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Ajay Wadhwa
	4th July, 2022	Sh. Anil Kumar Wadhwa and Sh. Sanjay Wadhwa
	8th August, 2022	Sh. Anil Kumar Wadhwa and Late Ms. Veena Madan, through her four (4) Legal Heirs
EX.P.22/2018	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Ajay Wadhwa
	8th August, 2022	Sh. Anil Kumar Wadhwa and Late Ms. Veena Madan, through her Legal Heirs
	4th July, 2022	Sh. Anil Kumar Wadhwa and Sh. Sanjay Wadhwa
	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Sunil Kumar Wadhwa
TEST.CAS.12/2019	30th October, 2023	Sh. Anil Kumar Wadhwa and Sh. Ajay Wadhwa
	4th July, 2022	Sh. Anil Kumar Wadhwa and Sh. Sanjay Wadhwa
	8th August, 2022	Sh. Anil Kumar Wadhwa and Legal Heirs of Late Ms. Veena Madan

4. Vide previous order dated 19th January, 2024, this Court directed as follows:

“31. In accordance with the above applications, the disputes among all the brothers have been settled. The only remaining dispute is with Ms. Anju Narang, for which the Mediation Centre has fixed the matter on



30th January 2024. It is submitted that the settlement agreement with Ms. Anju Narang would be finalized and presented to this Court.

32. Regarding the brothers, there is a dispute concerning a trunk that was deposited with the Court. The said trunk has been opened today in the presence of all the brothers. All the brothers agree to open the said trunk and to distribute its contents among the grandchildren of Mrs. Kunti Devi.

33. A list of its contents be prepared, in the presence of the four brothers, with the help of the Dealing Assistant. The same has then been cross-checked, against the Id. Receiver's report dated 8th April 2016. The list of all the articles prepared has been duly signed by all four brothers and is annexed to the present order as 'Annexure -A' for reference for all the parties.

34. All the four brothers have agreed that the pooja articles, jewellery, and other valuables in the trunk may be distributed among their mother, Mrs. Kunti Devi's, 13 grandchildren.

35. The brothers pray that the said items as mentioned at Annexure -A be distributed by preparing 13 envelopes for the 13 grandchildren by this Court on the next date of the hearing. After the same are prepared, the envelopes shall be handed over to the four brothers and the representatives of Ms. Anju Narang by the worthy Registrar General on 13th February 2024.

36. The grandchildren or their authorized representatives may, thereafter, collect their respective packets. The 13 grandchildren are free to send an email to the Court Master, authorizing either their father or one of their uncles to collect the packets on their behalf. The distribution of the contents of the said trunk is recorded as a final settlement between all the brothers.

37. It is also directed that the documents found in the



trunk shall be scanned and made part of the judicial record of this Court. Anyone requiring the said documents may obtain certified copies of the same.

38. The respective settlement agreements entered into between the parties shall be the full and final settlement, irrespective of the documents, that may be present in the trunk.

39. In view of the above recorded settlement, which has been entered into, all the applications and OAs in all the matters are disposed of.”

5. Today, both Mr. Anil Wadhwa and Ms. Anju Narang have joined the proceedings virtually. They have confirmed that they have entered into a settlement agreement dated 6th February, 2024, which was recorded before the Id. Mediator. The terms and conditions of the settlement are as under:

- 1. “That the Second Party has wished not to receive any payment from her Brother / First Party, as she considers relationship between them to be important and above all other above Monetary gains. Therefore, it has been agreed between the parties that the Second Party will get all her claims in the aforesaid 4 litigations disposed of, without taking any money or benefits and the Second Party has agreed to record her satisfaction, as such without taking any money or benefits from the First Party, in full and final satisfaction of all her claims in the aforesaid 4 litigations and while, acknowledging and recognizing the WILL dated 27.10.2016 of Late Sh. Amar Nath Wadhwa, to be a legal and validly executed Will by Late father Sh. Amar Nath Wadhwa.*
- 2. It is agreed between the parties that the First Party will file , if required/ appropriate applications before the respective Hon’ble Courts in the aforesaid matters, for passing appropriate orders of withdrawal of cases/claims in terms of the present Settlement Agreement by annexing the copy of the*



present settlement with such applications. The “Second Party” undertakes to make required statements before the Hon’ble Court in the said following cases.

- A. For withdrawal of any objections and record her No Objection for the grant of probate/letters of administration in respect of Will dated 27th October, 2016. in Test (CASE) No.12/2019 titled as Anil Kumar Wadhwa Versus State and others pending before Hon’ble High Court of Delhi.*
 - B. For withdrawal of her any objection and any/all pending applications in Execution Petition No.22 of 2018 titled as Ajay Wadhwa Versus Amar Nath Wadhwa (Since Deceased) through L/Rs and others pending before Hon’ble High Court of Delhi.*
 - C. For withdrawal from the case and withdrawal of all applications / objections qua the first party in CS/OS/1158/2015 titled as Sanjay Wadhwa Versus Amar Nath Wadhwa (Since Deceased) through L.R’s and others pending before Hon’ble High Court of Delhi.*
 - D. For withdrawal from the case and withdrawal of all applications / objections in CS/OS/120/2018 titled as Sanjay Wadhwa Versus Anil Kumar Wadhwa and others pending before Hon’ble High Court of Delhi.*
- 3. In view of the aforesaid, Second party has agreed to unconditionally withdraw any objections raised/filed qua the WILL dated 27.10.2016 executed by Late Sh. Amar Nath Wadhwa, in Test Cas. No. 12/2019 and CS/OS/120/2018 and other proceedings and upon*



signing the present Settlement Agreement, all her rights, title, interest or claim whatsoever as were being claimed by her, in the aforesaid / all cases, shall automatically be surrendered/given up by her in favour of the First Party and the daughter of the First Party Ms. Angela Wadhwa, as per WILL dated 27.10.2016 executed by Late Sh. Amar Nath Wadhwa and otherwise. The Second Party as such, acknowledges and recognizes the WILL dated 27.10.2016 of Late Sh. Amar Nath Wadhwa, to be a legal and validly executed Will by Late father Sh. Amar Nath Wadhwa.

- 4. As already agreed above, the Second Party has given up all her pending claims, objections or entitlements or share, if any, claimed in the aforesaid pending cases, in favour of the First party and the daughter of the First Party Ms. Angela Wadhwa, as per WILL dated 27.10.2016 executed by Late Sh. Amar Nath Wadhwa and otherwise; it is agreed and understood that the Second Party, shall have no right, title, interest or claim of any nature left to be adjudicated in the aforesaid cases.*
- 5. It is agreed between the parties that the Second Party will not prosecute/seek transposition or proceed with any of the aforesaid cases or the pending applications and shall immediately file application for withdrawal from the aforesaid cases in terms of the present agreement, Similarly the First Party also undertakes to withdraw all the applications filed against the Second Party, if at all and both the parties undertake not to file any application against each other in future in such proceedings.*
- 6. The parties to the present Settlement Agreement hereby undertake that upon execution of the present*



Settlement Agreement, the parties to the present Settlement Agreement will not make any allegation and/ or claim against each other or their immediate family members, in any proceedings or otherwise, of any nature whatsoever, either in their personal capacity or as legal heir of their parents (Late Shri Amar Nath Wadhwa or Late Smt. Kunti Devi) or in any other capacity.

- 7. That the parties to the present Settlement Agreement, hereby withdraw all kinds of allegations made against each other in any proceedings or otherwise whatsoever and undertake not to make any allegation against each other, in future.*
- 8. That the parties have settled all their disputes / claims within the above said cases or otherwise in their life time till date.*
- 9. That the parties to the present Settlement Agreement have agreed not to enter into any kind of litigation in future, with regard to the subject matter of the disputes in the aforesaid proceedings or otherwise.*
- 10. In view of the above-mentioned agreed terms arrived at between the parties, it has specifically been agreed between the parties that the Second Party shall not raise any objection with respect to all the transfers / transactions already made in the past by Late Shri Amar Nath Wadhwa (also specifically including those mentioned below a, b, c) or to be made in view of the aforesaid agreed terms between the parties i.e.*
 - a. Transfer of Movable assets of Late Shri Amar Nath Wadhwa i.e., Savings / Fixed Deposits / Share / Mutual Funds /PPF/ Lockers Etc. whether Joint or Single in The South Indian Bank / Kotak*



Mahindra Bank / State Bank of India / Post office / any other Bank / Institute.

b. Gift Deed for 2.5 storey house 6a/54 W.E.A, Karol Bagh, New Delhi transferred in the Name of Ms. Angela Wadhwa daughter of Mr. Anil Kumar Wadhwa (First Party).

c. Gift Deed/ Transfer by Late Sh. Amar Nath Wadhwa of part of Shop in Haus Khaz transferred in the name of Anil Kumar Wadhwa / Angela Wadhwa.

11. It is specifically agreed and undertaken by the Second Part that in view of the above-mentioned agreed settlement terms and in view of her accepting the WILL dated 27.10.2016 executed by Late Sh. Amar Nath Wadhwa, she is not entitled to / liable for all the Assets and Liabilities of Late Sh. Amar Nath Wadhwa including the following amounts in favour of First Party: -

a. 1/6th share of Rs 1,20,90,000 (plus interest if any) from the amount of Rs.7,25,40,000/- which has been deposited in EX(P) No. 22/2018 received from the sale of property bearing 16A/18 W.E.A., Karol Bagh, New Delhi and which is equivalent to the 1/5th Share of the respected father in the property 16A/18 W.E.A., Karol Bagh, New Delhi, in view of their accepting the Will.

b. 1/6th share of Rs.9,44,411/- (plus interest if any) from the amount of Rs.56,66,466/- which is lying deposited in CS(OS)1158/2015 having been received from the sale of property bearing No. 23/2, East Patel Nagar, New Delhi and which is equivalent to 1/7th share of respected father in property bearing No.23/2, East Patel Nagar, New



Delhi of Smt. Kunti Devi Wadhwa (mother of parties to the present Settlement Agreement), in view of her accepting the will.

- c. Entire Interest on the amount deposited by the First Party in Ex. P. No. 22/ 2019, for the execution of the Sale Deed dated 19.03.2021, till date, which is the rightful entitlement of the buyer/ First Party.*

12. It is agreed between the parties that all issues/disputes between them as regards the four matters, as mentioned aforesaid or any other issue/ dispute mentioned / not specifically mentioned in this settlement relating to the parties or their parents, are also deemed to be settled , through the present settlement agreement and that no party shall raise any issue whatsoever in future.

13. It is further agreed that the First Party shall co-operate with the second Party in recovering her claim, if any, against any third persons , as regard of her claim to recover gold jewellery and personal documents , which were lying with the mother

14. It is further agreed that after signing the present Settlement Agreement, neither Party shall resile from, nor shall withdraw any of the terms agreed hereinabove / of the agreement.

15. That parties agree that they have arrived at the present Settlement Agreement of their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties or any other person/s and they undertake to be bound by the terms of the present Settlement Agreement.



16. That both the parties will co-operate with each other for the implementation and compliance of the terms and conditions of the present Settlement Agreement.

17. That the parties undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

18. By signing this Settlement Agreement, the parties hereto state that they shall have no further claims or demands as against each other or their respective family members and all disputes and differences have been settled amicably by the parties hereto.

19. The parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or any undue influence by either of the parties and undertake to be bound by the terms thereof. The parties agree that the statements / commitments made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and in case of any violation of the terms of the present agreement they shall be held liable for contempt of Court under Contempt of Courts Act.

20. The Parties agree that they shall appear before the Hon'ble court during the physical / virtual, as the case may be, hearing to make their statements in terms of the present settlement agreement."

6. Ms. Anju Narang submits that she could not sign the settlement agreement before the Id. Mediator as there was a technical error and the file sent to her was not editable. She has today appeared before the Court virtually and has presented her side of the picture and has also confirmed



that she has entered into this settlement. Mr. Anil Wadhwa has also confirmed the same. In view thereof, both the suits being **CS(OS) 1158/2015 & 120/2018** are decreed *qua* Mr. Anil Wadhwa and Ms. Anju Narang in terms of the settlement agreement dated 6th February, 2024.

7. The suits **CS(OS) 1158/2015 & 120/2018** now stand settled between the brothers and sisters as recorded in the previous order dated 19th January, 2024 and the settlement agreement dated 6th February, 2024. All the parties shall be bound by their respective settlement agreements as recorded in the previous order and the orders 1st August, 2022, and 19th January, 2024. Thus, both the suits are dismissed as withdrawn in terms of the settlement agreement dated 6th February, 2024.

8. Insofar as **TEST.CAS.12/2019** is concerned, letters of administration are granted in respect of the Will dated 27th October, 2016 executed by Late Amarnath Wadhwa. Ms. Anju Narang withdraws her objections in favour of the Petitioner, in terms of the settlement. The present **TEST.CAS.12/2019** is, accordingly, disposed of.

9. The execution petition being **EX.P.22/2018** already stands disposed of vide order dated 7th November, 2023. All the parties shall be bound by the settlement agreements entered into between the parties. All the interim orders shall stand vacated.

Contents of the Trunk deposited by the Receiver, as per report dated 8th April, 2016 (Annexure A)

10. Insofar as the trunk is concerned, Mr. Anil Wadhwa submits that since Ms. Anju Narang claims that the jewellery belongs to her, he has no objection if the same is released to Ms. Anju Narang. For the said purpose, the parties shall join at 4:30 pm and Ms. Anju Narang would join virtually.



At 4:30 pm.

11. The belongings in the trunk have been opened in front of Mr. Ankit Wadhwa, Mr. Ajay Wadhwa, Mr. Sanjay Wadhwa, Mr. Amit Madan, who are present in Court physically. Mr. Anil Wadhwa and Ms. Anju Narag appeared through video conferencing.

12. The names of the grand-children are as follows:

S. No.	Name	Age
1.	Angela Wadhwa	33 years
2.	Arjun Wadhwa	21 years
3.	Sahil Wadhwa	33 years
4.	Ankit Wadhwa	31 years
5.	Amit Madan	40 years
6.	Ritu Khanna	39 years
7.	Rupali Sehgal	39 years
8.	Surinder Narang	39 years
9.	Ravinder Narang	39 years
10.	Rahul Wadhwa	31 years
11.	Diksha Wadhwa	27 years
12.	Aakrti Wadhwa	28 years
13.	Kritika Batra	22 years



13. The belongings in the trunk have been distributed into 15 packets. The 13 packets are in the names of all the above grandchildren. The 14th packet is in the name of Ms. Anju Narang. The 15th packet consists of certain perishables and some money (100s and 10s), and which is a common packet for all the brothers. Mr. Ajay Wadhwa, one of the sons, is taking the 15th packet and submits that he would contribute the equivalent money into a temple. But since the belongings, though perishable, have sentimental value, he would like to retain them. Thus, with the consent of all parties the 15th packet has been handed over to Mr. Ajay Wadhwa. The remaining 13 packets have been given to the respective father/relatives/counsels of the grandchildren.

14. The video and audio cassettes found in the trunk have been given to the Id. Counsel Ms. Aayushi Jain for Mr. Anil Wadhwa who undertakes to make copies of the same and distribute it to the family members. The same shall be done within four weeks. There are a total of three cassettes.

15. Ms. Anju Narang's packet, along with the two packets belonging to her two sons, namely, Mr. Surinder Narang and Mr. Ravinder Narang have been sealed in one packet, in total two packets and have been handed over to Mr. Anil Wadhwa's counsel Ms. Aayushi Jain.

16. The documents lying in the trunk have been handed over to the Dealing Assistant, who may verify that the same are fully scanned. The original documents shall be retained in the usual course as per the Registry's procedure. Parties are free to obtain certified copies of the same. Four old passports of the deceased mother have been handed over to all the four sons.

17. The envelopes of Ms. Ritu Khanna and Ms. Rupali Sehgal are handed over to Mr. Amit Madan. The authorization letters of Ms. Ritu Khanna and



Ms. Rupali Sehgal are taken on record.

18. The packets of Ms. Kritika Batra and Ms. Aakriti Wadhwa have been handed over to Mr. Ajay Wadhwa.

19. The packets of Mr. Rahul Wadhwa and Ms. Diksha Wadhwa to Mr. Sanjay Wadhwa. The authorization letters have been placed on record.

20. The packets of Ms. Angela Wadhwa and Mr. Arjun Wadhwa have been handed over to the Id. Counsel for Mr. Anil Wadhwa.

21. The packets of Mr. Sahil Wadhwa and Mr. Ankit Wadhwa have been handed over to Mr. Ankit Wadhwa. The authorization letters have been emailed.

22. All the authorization letters be also retained on record.

23. The parties are free to obtain certified copies of the documents found in the trunk. After the documents are scanned and are maintained in the original documents' section in the Registry, the trunk may be unlocked and reused.

24. All parties expressed their satisfaction with the division of the belongings in the trunk and have no objection to the said division.

25. In **TEST.CAS. 12/2019** Letters of administration are granted in respect of the Will dated 27th October, 2016 executed by Late Amarnath Wadhwa.

26. In accordance with the terms of all the above settlement agreements, the orders of this Court, and following the division of the belongings in the trunk, the two suits — namely, **CS(OS) 1158/2015** and **CS(OS) 120/2018** have been settled and thus dismissed as withdrawn, in terms of the settlements.

PRATHIBA M. SINGH, J.

FEBRUARY 07, 2024/dk/rahul/dn
(corrected and released on 13th February, 2024.)



Annexure -A
CS(OS) 1158/2015

List of the items kept in trunk at S.No. 3743

1. One small Shankh (wrapped in hanky)
2. One Big Shankh (wrapped in a polyethene)
3. i) ZARBAHA SAFFRON in a plate
ii) Pure Spanish Saffron packet (12 pieces)
iii) Pure Spanish Saffron in a sealed white packet (taped with black tape)
4. i) Four Passport of Kunti Devi Wadhwa
ii) Photocopy of the letters and acknowledgement card.
iii) Receipt, Notice and tourist baggage re-export form. (S.No. 135036)
iv) Property papers photocopy with specimen signature and photograph of property No. 16A/18, W.A., Karol Bagh.
v) Indemnity Bond (original) dated 24.03.1993 along with undertaking and affidavit.
vi) (In a yellow envelope) photocopy of agreement of sale & purchase (Property No. Shop No. 23/2, East Patel Nagar and Special Power of Attorney.
vii) a) Caste Census form of 2011
 - Amar Nath Wadhwa
 - Kunti Devi Wadhwaa) Caste Census form of 2011
 - Sunil Wadhwa
 - Sapana Wadhwa



- Sahil Wadhwa
- Ankit Wadhwa

b) Hand Written letter dated 20.1.2013, 21.01.2013, 14.02.2013 and 14.09.2013.

5. (in a pink net cover)

- Small plastic box containing beads tied with black thread
- Six Tulsi Mala (Small Beads)
- Two Mala (Big Beads)
- One very small beads Tulsi Mala
- Two Mala of Rudraksh + two joint Beads + two rupee coin (one)
- One Tulsi Mala in plastic pouch.

Other Packets

- One metal small Bowl.
- One small metal glass
- One ghanti
- One pair of anklet with two toe rings
- One pair of anklet
- One pair of anklet
- One ring
- Seventeen (17) toe rings
- One ten rupee note
- Four bangles
- One metal Lakshmi Statue
- One metal Necklace



- xiii) Four pieces of Sarri Guchha
- xiv) One Juda Pin
- xv) Three metal Hair clip
- xvi) Two broken pieces of Metal
- xvii) One small bowl
- xviii) One white stone
- xix) One Metal Pendant
- xx) Four small broken pieces of metal

Biege Colour plastic box

- i) Four Bangles in golden colour
- ii) One golden beads Mala
- iii) One Mala with golden and Tulsi beads
- iv) Two ears tops (golden)
- v) Two Pendants

Other Packet

- i) Three Cufflings in white clothe**
- ii) One key tied with a white clothe**
- iii) Four Rudraksh beads in small plastic taped box in a pouch**

<u>iv) Notes/Rupees</u>	<u>Number</u>	<u>Total Amount</u>
Rs. 500/- (Denomination) * 12=		Rs. 6,000/-
Rs. 100/- (Denomination) * 48=		Rs. 4,800/-
Rs. 10/- (Denomination) * 67=		Rs. 670/-

(In Red and Black pouch)

- v) Nineteen coins with one pair of toe Ring (in a polyethene)**
- vi) One Cassette**



vii) Sixty Two (62) coins + one Big Coin in a plastic box

(All in a plastic pouch)

viii) One small and Big Cassette

ix) One Key

x) Two Tulsi Mala and 106 Rudraksha beads in a Hanky.

xi) One big (double) and one small Pearl Mala (in a plastic pouch)

xii) Three metal idols in a Red Pouch

xiii) One coin of MMTC (Silver in colour)

xiv) Pan Card of Kunti Devi Wadhwa

xv) One MMTC Coin (in Golden colour)

xvi) One Cassette (Video)

xvii) One Key

xviii) Five Saffron Box (Plastic Boxes)

(Four Square and one Circular Box)
