



\$~66

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

+ **CS(OS) 292/2017 & I.A. 7209/2017**

MR. OM TANEJA

.....Plaintiff

Through: Ms. Saumya Gupta, Advocate.

versus

MR. DHARAM VEER TANEJA & ORS

.....Defendants

Through: Mr. Sumeet Lall, Ms. Ankita Chopra,
Advocate for LR's of D-1
Ms. Urmila Sharma, Mr. U.K.
Sharma, Mr. Hitesh Chopra and Mr.
Rahul Kumar, Advocates for LR's of
D-1.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

%

20.11.2024

CS(OS) 292/2017, I.A. 7209/2017, I.A. 45704/2024

1. I.A. 45704/2024 has been filed jointly on behalf of the Plaintiff and the Legal Representatives of Defendant No.1 under Order XXIII Rule 3 CPC to decree the suit in terms of the Settlement Agreement dated 13.08.2024.

2. The present suit has been filed with the following prayers:-

“a. Pass a decree of declaration thereby declaring that the will executed by Late Shri Gurmukh Das Taneja in 1998 is null and void and non-est in the eyes of law;

b. Pass a decree of declaration thereby declaring that the Plaintiff is entitled to 1/7th share in the estate of Late Shri Gurmukh Das Taneja;



c. Pass a decree of partition/ possession in favour of the Plaintiff and against the Defendants No.1 & 2 thereby partitioning the property being House no. 13/17 Punjabi Bagh Extension, New Delhi and all other properties details of which are mentioned in para 24 of the plaint herein above and put the Plaintiff in separate possession thereof or in the alternative this Hon'ble Court may itself determine the share of the Plaintiff in the suit properties, partition the same by metes and bounds and put the Plaintiff in separate possession thereof;

d. Pass a decree of a permanent injunction thereby restraining the Defendant No. 1 & his family members from alienating, selling, disposing, encumbering, dealing, mortgaging, further leasing/letting out, transferring possession or otherwise creating any other third party interest with regard to all the suit properties, details whereof have been mentioned in para no.24 of the plaint;

e. Pass a decree for rendition of accounts in favour of the Plaintiff against the Defendants thereby directing the Defendant nos. 1 & 2 to render accounts of all the business transactions undertaken in the joint business either directly or in individual names or through the entities in which Late Shri Gurumukh Das Taneja had business interest and shall render accounts of profits earned through joint business, a decree be accordingly passed in favour of the Plaintiff for the amounts due.

f. Direct that the costs of the present suit be awarded in favour of the Plaintiffs and against the Defendant;

g. Pass such other and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”



3. It is stated that Defendant No.1 had passed away on 14.04.2022 and his legal representatives were brought on record *vide* Order dated 10.05.2022.

4. It is stated in the application under Order XXIII Rule 3 CPC that Defendants Nos.2, 3C, 3D, 4 and 6 have been proceeded *ex parte* *vide* Order dated 06.09.2017. Similarly, Defendant No.5 has given an affidavit that she does not want to contest the instant suit and Defendants No.3A and 3B have also filed an affidavit in support of Defendant No.1. It is stated that a Settlement Agreement dated 13.08.2024 has been arrived at between the Plaintiff and the LRs of Defendant No.1. The same reads as under:-

SETTLEMENT AGREEMENT

*This Settlement Agreement is entered into on this
13.08.2024*

BETWEEN

Shri Om Taneja, son of late Shri Gurmukh Dass Taneja aged about 77 years, resident of D-55, Ground Floor, Greater Kailash-2 Enclave, New Delhi- 110048, having Aadhar Card No. 257677598500 and PAN No. AAFPT1788H, and **Dr. Indira Taneja**, wife of Shri Om Taneja, aged about 75 years, resident of D-55 Ground Floor, Greater Kailash 2 Enclave, New Delhi 110048, having Aadhar Card No 940650353442, and PAN No. AAFPT1796H (hereinafter collectively known as **Party of the First Part**, which expression shall mean and include their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns)

AND

Smt. Meena Taneja, wife/widow of late Shri Dharam



Vir Taneja aged about 78 years, resident of 13/17 Punjabi Bagh Extn, New Delhi 110026, having Aadhar Card No 530083727599 and PAN No. AAAPT2721M, **Shri Varun Taneja**, son of late Shri Dharam Vir Taneja, aged about 51 years, resident of 13/17 Punjabi Bagh Extn, New Delhi 110026, having Aadhar Card No 414970002284 and PAN No. AADPT891C, **Shri Vaibhav Taneja** son of late Shri. Dharam Vir Taneja, aged 46 about years, presently resident of 2502, Dominion Hill, Austin, TX 78733, United States of America through having Aadhar Card No 529350279831 and PAN No. AAFPT7902B his POA Holder Mrs. Neeru Soni, aged 67 years, resident of 263 Vigyapan Lok Apartment, Mayur Vihar, Phase –I extension, New Delhi - 110091 (Copy of the same is annexed herewith as **Annexure A**), and **Mrs. Sonal Taneja** wife of Shri Varun Taneja, aged about 46 years, resident of 13/17 Punjabi Bagh Extn New Delhi 110026, having Aadhar Card No 338261711812 and PAN No. AADPV3958P, (hereinafter collectively known as **Party of the Second Part**, which expression shall mean and include their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns)

AND WHEREAS a suit for Declaration, Partition, Rendition of Accounts & Permanent Injunction was instituted by Shri Om Taneja (Plaintiff) before the Hon'ble High Court of Delhi against late Dharam Vir Taneja, Shri Varun Taneja and Shri Vaibhav Taneja. The suit was registered as CS(OS) No. 292/2017.

AND WHEREAS during the pendency of the suit. Defendant No.1 Shri. Dharam Vir Taneja, in CS (OS) No. 292/2017 expired and his legal representatives, his wife Smt. Meena Taneja, and two sons Shri. Varun Taneja and Shri. Vaibhav Taneja, were brought on record.



AND WHEREAS the abovementioned matter was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 25.07.2022 passed by Ms. Vandana Jain (DHJS) Joint Registrar (Judicial).

AND WHEREAS the parties agreed that Suman K Doval, Advocate would act as Mediator in their matter of Mediation proceedings.

AND WHEREAS during the proceedings, Party of the First Part also agreed to bring the Criminal Complaint Case N-638103/2016 dated 22/12/16 filed by plaintiff Shri Om Taneja and his wife Smt. Indira Taneja against party of second part of the present MOU i.e. against Shri Dharam Vir Taneja, Smt. Meena Taneja, Shri Varun Taneja, Smt. Sonal Taneja and Shri Vaibhav Taneja under Sections-120 B, 403, 406, 409, 418, 420 and 464 of the Indian Penal Code, 1860 to a quietus.

AND WHEREAS mediation Sessions were held on various dates with the parties and their respective counsels and the parties, with the assistance of the Mediator and proactive participation of the counsels for the parties and parties themselves, so as to give dignified quietus to the disputes regarding Civil suit CS(OS)-292/2017, and FIR No-0107/2019 dated 14/06/2019 under Section- 420/468/471/34 IPC, 1860 registered at Police Station-Economic Offences Wing, Mandir Marg, New Delhi, have voluntarily arrived at an amicable resolution to the abovementioned dispute and differences on the following terms and conditions:

1. That Shri. Varun Taneja, one of the LR's of Late Shri. Dharam Vir Taneja of the Second Part, shall solely pay a sum of Rs. 12.50 Crore (Rupees Twelve



Crore Fifty Lakhs only) as full and final settlement to all the issues pertaining to Civil suit CS(OS)-292/2017 and FIR No - 0107/2019 dated 14/06/2019 under Section-420/468/471/34 IPC,1860 registered at Police Station-Economic Offences Wing, Mandir MARG New Delhi, to the Party of the First Part to this Settlement Agreement, and has paid till June'2024, a sum of Rs, 5.85 Cr. to the First Party, starting from 01.04.2023.

2. That Shri. Varun Taneja one of the LR's of Late Shri. Dharam Vir Taneja, of the Second Part, shall pay Rs. 1 Cr. onwards on every month till 31.12.2024 and the balance amount of Rs. 65 Lacs shall be paid till 31.01.2025.

3. That the Party of the First Part shall get the CS(OS)-292/2017 decreed in terms of the present settlement and withdraw the complaint bearing FIR No-0107/2019 dated 14/06/2019 under Section-420/468/471/34 IPC,1860 at Police Station-Economic Offences Wing, Mandir Marg, New Delhi, in view of the present settlement arrived between the parties.

4. That all the parties to the present settlement do hereby declare that all the past, present and future disputes with regard to CS(OS)- 292/2017, FIR No-0107/2019 dated 14/06/2019 under Section-420/468/471/34 IPG, 1860 at Police Station-Economic Offences Wing, stand resolved and the parties have no claim against each other and amongst each other.

5. That this Settlement is final and binding on all the parties and shall not be reopened on any ground whatsoever.

6. That if the Party of the second part i.e. Shri Varun Taneja refuses or neglects to pay the agreed balance amount in the respective period as mentioned in the



preceding clauses of this settlement to the Party of the First Part, the remainder amount shall carry an interest @ 24% per annum, compounded quarterly, within a period mutually agreed between the parties for which Shri Varun Taneja shall be solely liable. It is made clear that Shri Vaibhav Taneja does not assume any liability/personal liability under this Settlement Agreement.

7. That if the Party of the First Part i.e. Mr. Om Taneja refuses or neglects to honor the terms and conditions of Settlement, it shall be pay the entire amount so far received from the Party of the Second Part, an interest @ 24% per annum, compounded quarterly, within 15 days of service of notice of default by the Party of the Second Part.

8. That the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the Settlement Agreement in the presence of the Mediator.

9. That the parties hereto state that they have no further claims, demands against each other as all the disputes and differences between the parties have been amicably settled hereto.

10. That the parties agree that the terms of the settlement shall be binding henceforth on all the parties, their legal heirs, representatives and assignees in business, interest and titles.

11. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement and not to dispute the same hereinafter in future.

12. That the parties undertake to present themselves



before the Hon'ble Court during the physical/ virtual court hearing confirming the terms of the present Settlement Agreement.”

5. The Settlement Agreement dated 13.08.2024 is taken on record. Perusal of the said Settlement Agreement reveals that only the Plaintiff and legal representatives of Defendant No.1 are signatories to the Settlement Agreement dated 13.08.2024.
6. Learned Counsel for the Plaintiff states that in view of the Settlement Agreement dated 13.08.2024, she wishes to withdraw the instant suit.
7. Accordingly, the instant suit stands disposed of as withdrawn on the ground that the learned Counsel appearing for the Plaintiff wishes to withdraw the instant suit in terms of the Settlement Agreement dated 13.08.2024 entered into between the Plaintiff and legal representatives of Defendant No.1.
8. The suit is disposed of as withdrawn along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2024

RJ