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

+ **CS(OS) 130/2024 & I.A. 3930/2024, I.A. 30278/2024, I.A. 31919/2024, I.A. 49677/2024**

PREETI KAPOOR & ORS.

.....Plaintiffs

Through: **Mr. Attin Shankar Rastogi, Mr. Rajesh Ranjan, Mr. Ashutosh Agarwal, Mr. Aman Kapoor, Advocates**

versus

SMT SUMAN KAPOOR & ANR.

.....Defendants

Through: **Mr. C. Parkash, Advocate for D-1
Mr. Anushasit Arya, Advocate for D-2**

+ **TEST.CAS. 22/2024**

ADITI KAPOOR

.....Petitioner

Through: **Mr. Anushasit Arya, Advocate**

versus

THE STATE (NCT OF DELHI) ANR

.....Respondents

Through: **Mr. Abhinav Garg (Panel Counsel) with Mr. Mihir, Advocates
Mr. Attin Shankar Rastogi, Mr. Rajesh Ranjan, Mr. Ashutosh Agarwal, Mr. Aman Kapoor, Advocates for R-2 to R-4**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER



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08.01.2025

I.A. 49677/2024

1. This is a joint application under Order XXIII Rule 3 CPC on behalf of the Plaintiffs and the Defendants for passing a decree in terms of the family settlement agreement dated 18.12.2024 entered into between the parties.
2. The present suit is one for partition of the properties of late Amit Kapoor. The Plaintiff No.1 is the wife of the late Amit Kapoor. Plaintiff No.2 and 3 are the children (i.e., daughters of late Amit Kapoor). Defendant No.1 is the mother of late Amit Kapoor and Defendant No.2 is the sister of late Amit Kapoor.
3. The properties of late Amit Kapoor is the subject matter of the present suit. Since it is a dispute between the family members, it is stated that with the help of elders and friends, the parties have entered into a settlement agreement. The settlement agreement dated 18.12.2024 entered into between the parties is extracted *in toto*:-

*“THIS FAMILY SETTLEMENT AGREEMENT
("Agreement") is executed at New Delhi on this 18th
day of December 2024*

BY AND AMONGST:

*Mrs. Preeti Kapoor, W/o Late Shri Amit Kapoor, aged
about 43 years, currently R/o House No. 150, First
Floor, A.G.C.R Enclave, New Delhi-110092
(hereinafter referred to and called as the "First Party")*

AND

*Ms. Aditi Kapoor, D/o Late Shri Kiran Kapoor &
Sister of Late Sh. Amit Kapoor, aged about 42 years,
Rio House No. 150, A.G.C.R Enclave, New-Delhi-*



110092 (hereinafter referred to and called as the "Second Party").

AND

Smt. Suman Kapoor, W/o Late Shri Kiran Kapoor & Mother of Late Sh. Amit Kapoor, aged about 65 years, R/o House No. 150, A.G.C.R Enclave, New Delhi-110092 (hereinafter referred to and called as the Third Party").

AND

Ms. Riya Kapoor, D/o Late Shri Amit Kapoor & Preeti Kapoor, aged about 21 years, currently R/o House No. 150, First Floor, A.G.C.R Enclave, New-Delhi-110092 (hereinafter referred to and called as the "Fourth Party").

AND

Kumari Jiya Kapoor (Since Minor), D/o Late Shri Amit Kapoor & Preeti Kapoor, aged about 15 years, represented by her Mother/Lawful Guardian Mrs. Preeti Kapoor, W/o Late Sh. Amit Kapoor, currently R/o House No. 150, First Floor, A.G.C.R Enclave, New Delhi-110092 (hereinafter referred to and called as the "Fifth Party").

(The expression First Party, Second Party, Third party, Fourth Party & Fifth Party shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, executors, administrators, legal representatives, successors and/or assigns etc.)

(Further the First Party, Second Party, Third Party, Fourth Party & Fifth Party shall be collectively referred to as "Parties" and individually be referred to



as a "Party")

WHEREAS:

A. The First Party Mrs. Preeti Kapoor is the wife of Late Sh. Amit Kapoor, Sister-in-Law of Second Party Ms. Aditi Kapoor, daughter-in-law of Third Party Mrs. Suman Kapoor and mother of Fourth and Fifth Party Riya Kapoor and Jiya Kapoor. The Fifth Party Jiya Kapoor is minor and is duly represented by her Mother /Lawful Guardian Mrs. Preeti Kapoor/First Party. The Third Party Mrs. Suman Kapoor is the mother of Late Sh. Amit Kapoor and Second Party Ms. Aditi Kapoor.

B. That during the matrimonial companionship, marital discord arose between the First Party Preeti Kapoor and Late Sh. Amit Kapoor, which later on culminated into multiple legal proceedings, which are currently pending adjudication in various Courts of National Capital Territory of Delhi including the Hon'ble High Court of Delhi. The details of the legal proceedings are as follows:-

<i>S. No.</i>	<i>Court & Case No.</i>	<i>Case Title</i>	<i>NDOH</i>
<i>1.</i>	<i>Karkardooma Court Civil Suit No. 1069/2018</i>	<i>Suman Kapoor Vs Amit Kapoor & Anr.</i>	<i>24.12.2024</i>
<i>2.</i>	<i>Karkardooma Court Ex. No. 324/2020</i>	<i>Suman Kapoor Vs Amit Kapoor & Anr.</i>	<i>Sine Dine</i>
<i>3.</i>	<i>Delhi High Court Test. Case No. 22/2024</i>	<i>Ms. Aditi Kapoor & Ors. Vs State (Govt. of NCT of Delhi) & Ors.</i>	<i>08.01.2025</i>
<i>4.</i>	<i>Delhi High Court RSA No.168/2022</i>	<i>Preeti Kapoor Vs Suman Kapoor & Anr.</i>	<i>25.02.2025</i>
<i>5.</i>	<i>Delhi High Court CS (OS) No.130/2024</i>	<i>Preeti Kapoor & Ors. Vs Suman Kapoor & Ors.</i>	<i>08.01.2025</i>
<i>6.</i>	<i>Karkardooma Court Ct. Case No. 2223/2019</i>	<i>Preeti Kapoor & Ors. Vs Amit Kapoor & Ors.</i>	<i>14.12.2024</i>



C. Unfortunately, Late Sh. Amit Kapoor passed away on 11.10.2023 leaving behind the following Class I legal heirs:

(i) Mrs. Preeti Kapoor-Wife [First Party herein]

(ii) Riya Kapoor-Major Daughter [Fourth Party herein]

(iii) Kumari Jiya Kapoor-Minor Daughter [Fifth Party herein]

(iv) Smt. Suman Kapoor-Mother [Third Party herein]

D. That on 11.10.2023, Late Sh. Shri Amit Kapoor had expired leaving behind a registered Will dated 11.11.2022, whereby he bequeathed all his following movable as well as immovable properties in favour of Ms. Aditi Kapoor i.e. Second Party:

<i>S. No.</i>	<i>PARTICULAR</i>
<i>1.</i>	<i>FDR NO.662813013519 in ICICI Bank, branch 132, Hargobind Enclave, Delhi -110092;</i>
<i>2.</i>	<i>FDR No. 023640100039830 in Yes Bank Branch 123, Hargobind Enclave, Delhi-110092;</i>
<i>3.</i>	<i>FDR No.214716776 In Kotak Mahindra Bank, Branch 290, AGCR Enclave, Delhi -110092;</i>
<i>4.</i>	<i>FDR No. 2147167790 In Kotak Mahindra Bank, Brach 290, AGCR Enclave, Delhi-110092;</i>
<i>5.</i>	<i>FDR No.82820300002237 In Bank of Baroda, Branch Anand Vihar, Delhi-110092;</i>
<i>6.</i>	<i>Amount in PPF Account No. 601090PPF000000000125 (New Account No. 1777) In Bank of Baroda, Branch Anand Vihar, Delhi-110092;</i>
<i>7.</i>	<i>SB Account No. 682801419666, in ICICI Bank Branch 132, Hargobind Enclave, Delhi-110092;</i>
<i>8.</i>	<i>SB Account No. 76640100005493, in Bank of Baroda, Branch Anand Vihar, Delhi-110092;</i>



9.	<i>SB Account No. 023690700001499, in Yes Bank, Branch G-81, Vikas Marg, Preet Vihar, Delhi-110092;</i>
10.	<i>SB Account No.2113362860, in Kotak Mahindra Bank, Karkardooma Branch, Delhi-110092;</i>
11.	<i>Half Undivided Share in Shop bearing No.3 Ground Floor, upto ceiling level built on portion of Property Bearing No.3501, (Forming part of Built-Up Property bearing MP. No.3499/1 to 3503), measuring area 11.33. Sq. Mtrs., (122 Sq. Ft) having its Plinth Covered area 11.33 Sq. Mtrs., situated at Ward o. VI, P.S. Hauz Qazi, Chawari Bazar, Delhi -110006. Purchased vide Sale Deed dated 18.06.2003 Registered as Document No. 4270, in addl. Book No. I, Volume No. 10750 on Pages 155 to 166 With SubRegistrar- III, New Delhi;</i>
12.	<i>Commercial Space No. Hall-A/GF-14B, Ground Floor, Fortune Arcade, having covered area 1961 Sq. Mtrs. On the floor marked there at without sub-dividing the demised premises, Super salable area 32.42 Sq. Mtrs., part of the Commercial Building on the Plot Nos. 80,81 and 82, Block-K, Sector-18, situated in Noida, Uttar Pradesh.</i>
13.	<i>50% Undivided Share of Half undivided Share of Freehold Commercial Shop bearing No. AG-1 (A) Ground Floor in Block-A (without roof rights) Having Carpet Area of 462.5 Sq. Ft. (42.98 Sq. Mtrs.), out of total Carpet Area 925 Sq. Ft. (85.96. Sq. Mtrs.) in Commercial Complex Located at Plot No. GH-3, Vaibhav Khand, Indirapuram, Ghaziabad, U.P.</i>
14.	<i>Rent per month derived from: - (i) Property bearing No. 3501, (Forming part of Built up Property bearing Mpl. No.3499/1 to 3503) situated at Ward No.VI, P.S Hauz Qazi, Chawari Bazar, Delhi-110006, (ii) Commercial Space No. Hall-A/GF-14B, Ground Floor, Fortune Arcade, Plot Nos. 80,81 and 82, Block-K, Sector-18, situated in Noida, Uttar Pradesh., & (iii) Freehold Commercial Shop bearing No.AG-l(A) on</i>



	<i>Ground Floor in Block-A, in Commercial Complex Located at Plot No.GH-3, Vaibhav Khand, Indirapuram, Ghaziabad, U.P.</i>
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E. The all the parties on account of able guidance of their family friends and respective counsels had agreed and devised the terms of settlement in last week of August, 2024 and have now agreed reduce the terms of Settlement in writing and to execute this Family Settlement Agreement which was already agreed between the parties prior in time. The parties agree that present settlement is for ensuring family peace and harmony after considering the intent of all the Parties and in expectation that the settlement would result in achieving amity and goodwill amongst the parties. All the Parties agree that the settlement arrived at would be final and binding upon all the parties hereto and avoid any disputes and/or differences amongst the parties hereto.

F. The purpose of this Agreement is to reduce in writing the terms and conditions mutually agreed between the Parties to settle their inter-se disputes arising out und/or in relation to the aforesaid cases and further in relation to the movable and immovable properties left behind by Late Sh. Amit Kapoor.

Now all the parties to this Agreement have arrived at an amicable settlement on the following terms & conditions:

1. That First Party, Third Party, Fourth Party & Fifth Party do hereby acknowledge and accept the duly registered Will dated 11.11.2022 executed by Late Amit Kapoor whereby Late Amit Kapoor had bequeathed all his movable as well immovable properties in favour of the Second Party.

2. That First Party, Third Party, Fourth Party & Fifth



Party do hereby accord their No Objection to the devolvment of the properties of Late Sh. Amit Kapoor, as mentioned in paragraph D herein above, in favour of Second Party in accordance with the registered Will dated 11.11.2022 except the property bearing Commercial Space No. Hall-A/GF-14B, Ground Floor, Fortune Arcade, having covered area 19.61 Sq. Mtrs. having super salable area of 32.42 Sq. Mtrs., part of the Commercial Building on the Plot Nos. 80, 81 and 82, Block-K, Sector-18, situated in Noida, Uttar Pradesh which shall be transferred jointly in favour of Fourth Party and Fifth Party as enumerated below in paragraph 4 hereinunder.

3. That all the parties to this Agreement undertake to file joint application under Order XXIII Rule 3 of Code of Civil Procedure 1908 before the Hon'ble High Court of Delhi in CS(OS) no. 130/2024 and all the parties shall give their respective statement/undertaking/ No Objection Certificates (NOCs) in respect of this settlement to comply with the terms and conditions mentioned herein. At the same time, the First Party, Third Party, Fourth Party and Fifth Party shall give their respective No Objection Certificates (NOCs) for issuance of probate of Will in favour of Ms. Aditi Kapoor, i.e. Second Party in Test. Cas. no. 22/2024.

4. That after the approval/acceptance of present Family Settlement by the Hon'ble High Court of Delhi, within a period of 15 days, Ms. Aditi Kapoor i.e. Second Party shall, initiate the process with respect to the entire property of Late Sh. Amit Kapoor i.e. Commercial Space No. Hall-A/GF-14B, Ground Floor, Fortune Arcade, having covered area 19.61 Sq. Mtrs. having super salable area of 32.42 Sq. Mtrs., part of the Commercial Building on the Plot Nos. 80,81 and 82, Block-K, Sector-18, situated in Noida, Uttar



Pradesh, (hereinafter referred to as the Said Noida Property], transferred and mutated in NOIDA Authority, in favour of Fourth Party and Fifth Party namely Ms. Riya Kapoor and Ms. Jiya Kapoor (daughters of Late Amit Kapoor and Mrs. Preeti Kapoor) in equal proportion i.e. 50%:50% or in favour of any partnership concern in which both [Riya Kapoor & Jiya Kapoor] are partners. All the parties further agree and undertake that they shall cooperate and shall not delay in the transfer of the said Noida Property in favour of the Fourth & Fifth Party or their firm constituted by them and all the parties shall execute relevant document(s), affidavit(s) or application(s) as may be required by the concerned Authority. The expenses of the said transfer / mutation i.e. stamp duty, registration fees etc., shall be borne by the First Party, Fourth Party and Fifth Party only.

5. That it has been agreed that out of total rental share / amount of Late Sh. Amit Kapoor in respect of said Noida Property, which is being deposited by tenant HDFC Limited till December, 2024 before the Hon'ble High Court of Delhi, a sum of Rs. 5,50,000/- shall be released in favour of Fourth Party and Fifth Party in equal shares and rest of the amount shall be released in favour of the Second Party. It has further been agreed that Fourth Party and Fifth Party shall be entitled to realize future rent with effect from January, 2025 onwards.

6. That immediately upon completion of transfer and mutation of the said Noida Property in favour Fourth Party and Fifth Party or in favour of any partnership concern in which both [Riya Kapoor & Jiya Kapoor] are partners, Ms. Aditi Kapoor i.e. Second Party shall pay an amount of Rs. 11,50,000/- [Rupees Eleven Lacs Fifty Thousand Only] to the Riya Kapoor & Rs.11,50,000/- [Rupees Eleven Lacs Fifty Thousand



Only] to Jiya Kapoor, by way of Demand Draft/Bankers Cheque and simultaneously First Party, Fourth Party and Fifth Party shall vacate and hand over the keys of premises i.e. 1st Floor of H.No. 150, AGCR Enclave, Delhi-110092 to the Second Party namely Ms. Aditi Kapoor.

7. It has also been agreed between the parties that prior to the vacation and handing over of the keys pertaining to the premises i.e. 1st Floor of H.No.150, AGCR Enclave, Delhi-110092, First Party, Fourth Party and Fifth Party shall clear/pay all the electricity bill, water bill and gas pipeline bill of the said premises and it shall be the responsibility of the First Party, Fourth Party and Fifth Party to pay the same to the respective departments/authorities.

8. That it has been agreed that the rental amount in respect of property bearing Half Undivided Share in Shop bearing No.3 Ground Floor, upto ceiling level built on portion of Property Bearing No.3501, (Forming part of Built-Up Property bearing MP. No.3499/1 to 3503), measuring area 11.33 Sq. Mtrs., (122 its Plinth Covered area 11.33 Sq. Mtrs., situated at VI, P.S. Hauz Qazi, Chawari Bazar, Delhi-110006, which is being deposited by the tenant namely Mr. Sandeep Gupta S/o Mr. Ravinder Kumar Gupta with the Registrar General (Delhi High Court), in terms of order passed in the CS (OS) No. 130/2024, titled as Preeti Kapoor & Ors. Versus Suman Kapoor & Anr.', shall be released in favour of Second Party Ms. Aditi Kapoor, wherein the First Party, Fourth Party and Fifth Party hereby undertake and agree to give their respective No Objection Certificates (NOCs) in favour of the Second Party Ms. Aditi Kapoor.

9. That First Party, Fourth Party and Fifth Party do hereby agree and undertake that after the acceptance of the present family settlement by the Hon'ble Court,



they shall ask and communicate by way of message and telephonically to the tenant namely Mr. Sandeep Gupta, S/o Mr. Ravinder Kumar Gupta, presently in occupation of the premises situated in Chawari Bazar Delhi, that they have No Objection to the payment of share of rent along with arrears (including cash component) of Late Sh. Amit Kapoor in favour of the Second Party namely Ms. Aditi Kapoor. It has been further agreed that the Second Party shall be entitled to realize the future rent in respect of this property. The First Party, Fourth Party and Fifth Party shall cooperate in this respect.

10. That after the acceptance of the present family settlement by the Hon'ble Court, First Party, Fourth Party and Fifth Party shall appear before the concerned banks to execute relevant documents and shall give their respective No Objection Certificates (NOCs) as well as affidavits along with their respective self-attested Aadhaar cards stating therein that they shall have no objection for releasing the amount/funds, deposited in the bank accounts of Late Sh. Amit Kapoor ie. Saving, Current, PPF, FDRs etc. in favour of Second Party and also regarding entitlement of the Second Party from realization of rent in respect of all properties (except Noida Property) inherited by the Second Party by virtue of registered Will dated 11.11.2022 executed by Late Sh. Amit Kapoor.

11. That all the parties undertake to withdraw their respective litigations from the concerned Courts within 10 days, after the acceptance of the present family settlement by the Hon'ble Court, as mentioned in paragraph nos. 1 to 10 of this Family Settlement Agreement.

12. That the First Party, Fourth Party and the Fifth Party or any of their agents legal heirs, nominees, assignees etc., do hereby undertake that they will not



file any litigation and claim any right, title or interest in any of the properties, both movable as well as immovable, inherited by the Second Party i.e. Ms. Aditi Kapoor from Late Sh. Amit Kapoor by virtue of a registered Will dated 11.11.2022, also from the income/rent derived from the said properties and in the property bearing H.No.150, AGCR Enclave, Delhi-110092. Similarly, Second Party and Third Party or any of their agents, legal heirs, nominees, assignees etc., do hereby undertake that they will not file any litigation and claim any right, title or interest in the Noida property and the rent derived from it.

13. That First Party, Fourth Party and Fifth Party do hereby undertake and agree to fully cooperate with the Second party in getting the immovable properties of Late Sh. Amit Kapoor in terms of the Will dated 11.11.2022 transferred/mutated in the name of Second Party and shall execute the relevant documents and shall also appear before the Sub-Registrar or authorities or organization concerned without any delay. It has also been agreed between the parties that the expenses of the said transfer/ / mutation i.e. stamp duty, registration fees etc., shall be borne by the Second Party only, except in case of Noida property as has been mentioned in paragraph no. 4 herein above.

14. That the First Party, Fourth Party and Fifth Party undertake and agree that in the future, they shall not delay and fully cooperate in paying their share of house tax and appending their signatures on the renewal of rent agreements, pertaining to the following properties owned by First Party and Third Party amongst other owners:

i. Commercial Shop bearing No.AG-1(A) Ground Floor in Block -A (without roof rights) Having Carpet Area of 462.5 Sq. Ft. (42.98 Sq. Mtrs.), out of



total Carpet Area 925 Sq. Ft. (85.96. Sq. Mtrs.) in Commercial Complex Located at Plot No. GH-3, Vaibhav Khand, Indirapuram, Ghaziabad, U.P.; leased to ICICI Bank.

ii. Property bearing no. BG-14, Plot No.C/GH-3, Aditya City Centre, Vaibhav Khand, Indirapuram, Ghaziabad, UP.; leased to Utkarsh Small Finance Bank Ltd.

15. That it has also been agreed between all the parties that from the date of execution of this Agreement, all other prior discussions, negotiations, understandings and agreements, written and oral and obligations regarding all the parties rights shall stand terminated and superseded in its entirety by this Agreement including the Family Settlement dated 16.01.2012 entered between Ms. Preeti Kapoor i.e. First Party and Late Sh. Amit Kapoor whereupon the terms contained herein shall prevail over all prior agreements and understandings between all the parties on the subject matter of this Agreement.

16. That it has been agreed between all the parties that each party shall bear its own legal and professional fees including the costs and expenditure incurred by the parties in connection with this Agreement.

17. That all the parties undertake and agrees that they shall cooperate with each other to ensure that the object and purpose of this Agreement is fully achieved.

18. That all the parties further undertake and agrees that from the date of execution of this Agreement, all the parties shall not initiate any cases/complaints or any other action, directly or indirectly, against each other on any issue.

19. That all the parties agree that they have a mutual



interest in this Agreement and have entered into this Agreement voluntarily, after taking legal advice as deemed fit by them, and after relying upon the representations made to one another.

20. That all the Parties hereby expressly acknowledge and agree that none of the parties are acting under any misrepresentation, coercion, threat, undue influence or pressure, duress etc., of any kind whatsoever and any such ground raised at any time after entering into this Family Settlement Agreement shall be treated as null and void. The underlying mutual interest of both the parties is to ensure a binding family settlement between all the parties.

21. That all the parties undertake not to file any other or further litigation(s) pertaining to the dispute in question before any court of law and authorities and if any initiated, the same would be treated as null and void.”

4. The parties agree that the properties of late Amit Kapoor be divided in terms of the settlement agreement. The parties are present in Court. They state that the settlement agreement has been entered into on their own volition, without any coercion. The daughter of late Amit Kapoor, i.e., Plaintiff No.3, is a minor and she is represented through her mother, who is Plaintiff No.1.

5. The parties are bound by the settlement agreement. The parties have given a statement that they have entered into settlement agreement on their own volition and they shall not file any proceedings in respect of the properties of late Amit Kapoor.

6. The suit is therefore disposed of in terms of the settlement agreement along with pending application(s), if any.



7. The decree sheet be drawn accordingly.
8. Since the parties have entered into a settlement, the court fee be refunded back to the Plaintiff as per Section 16 of the Court Fees Act.
9. The application is disposed of.
10. List before the learned Joint Registrar on 21.01.2025 for further proceedings.

TEST.CAS. 22/2024

11. This is a petition for probate of a Will dated 11.11.2022 executed by late Amit Kapoor.
12. Since the suit for partition has also been filed seeking partition of the properties of late Amit Kapoor, in view of the fact that the parties have entered into a settlement and parties have been bound by settlement, nothing survives in the present case.
13. The petition is disposed of as infructuous along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 08, 2025

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