



\$~70

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

+ **CS(OS) 304/2024**

RENU KHANNA

.....Plaintiff

Through: Mr. Harish Malhotra Senior Advocate
With Mr. Rajender Agarwal and Mr.
Anoop Kumar, Advs.

versus

SANJEEV KAPOOR & ANR.

.....Defendants

Through: Mr. Neeraj Gupta and Mr. Kamal
Gupta, Advocate for D-1
Mr. Sandeep Vishnu, Advocate for
D-2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

%

06.11.2025

I.A. 27479/2025

1. This is an application under Order XXIII Rule 3 of the CPC on behalf of the parties for recording the compromise and disposing of the suit in terms of the compromise entered into between the parties.
2. The present suit is one for partition, rendition of accounts and permanent injunction. During the pendency of the suit, the parties have entered into a settlement on 28.10.2025. Though the Memorandum of Understanding does not mention any date but the e-stamp certificate is dated 28.10.2025. The entire Memorandum of Understanding dated 28.10.2025 is reproduced as under:-



MEMORANDUM OF UNDERSTANDING

This MOU has been entered at Delhi on this day of October, 2025

AMONG

Shri Sanjeev Kapoor, S/o Late Shri Kewal Krishan Kapoor R/o AA-90, Shalimar Bagh, Delhi-110088, hereinafter referred to as the "First Party", which term shall mean and include his legal heirs, successors, administrators, executors and assigns.

AND

Mrs. Renu Khanna, W/o Shri Anil Khanna, D/o Late Shri Kewal Krishan Kapoor, R/o CC-147-C, Shalimar Bagh, Delhi - 110088, hereinafter referred to as the "Second Party", which term shall mean and include her legal heirs, successors, administrators, executors and assigns.

AND

Mrs. Rekha Jaggi, W/o Shri Pradeep Jaggi, D/o Late Shri Kewal Krishan Kapoor, R/o S-405, Vivekanand Apartment, Plot No. 2, Sector-5, Dwarka, New Delhi-110075, hereinafter referred to as the "Third Party", which term shall mean and include her legal heirs, successors, administrators, executors and assigns.

The expression "First Party", "Second Party" and "Third Party" shall mean and include of their respective legal heirs, assigns, proxies, representatives etc.

WHEREAS the Second Party has filed a civil suit being CS (OS) No. 304 of 2024 titled Mrs. Renu Khanna vs. Shri Sanjeev Kapoor & Anr., seeking partition, rendition of accounts and injunction in respect of the said Property bearing Plot No. AA-90, Shalimar Bagh, Delhi - 110088, admeasuring 80 square yards along with the



superstructure constructed thereon (hereinafter referred to as the "said Property"), thereby claiming as the Co-owners and the same is pending before the Hon'ble High Court of Delhi. Needless to mention that the third party was also impleaded in the said suit as the defendant no.2.

AND WHEREAS, during the pendency of the said proceedings, the Parties have amicably and voluntarily settled all their disputes and differences in relation to the said Property and now desire to record such settlement terms in writing to avoid any future dispute or misunderstanding, however, it is made clear that apart from the terms mentioned in the present MOU, no oral terms will be binding on the parties:

1. That the First Party (Shri Sanjeev Kapoor) has agreed to pay, and shall pay, a sum of ₹33,00,000/- (Rupees Thirty-Three Lakhs only) each to the Second Party (Mrs. Renu Khanna) and the Third Party (Mrs. Rekha Jaggi), respectively, towards full and final settlement of all their respective rights, title, interest, claims and share(s) in the said Property. Upon receipt of the aforesaid amounts, the Second and Third Parties shall stand fully and finally settled and shall have no further claim, right, title or interest of any nature whatsoever in the said Property.
2. That The said amount of ₹33,00,000/- (Rupees Thirty-Three Lakhs only) shall be paid by the First Party (Shri Sanjeev Kapoor) to the Second Party (Mrs. Renu Khanna) by way of three demand drafts, namely: i) Demand Draft No. 728158 dated 08.10.2025 for ₹26,00,000/- (Rupees Twenty-Six Lakhs only) drawn on Punjab National Bank, Shalimar Bagh, Delhi, ii) Demand Draft No. 508728 dated 07.10.2025 for ₹6,00,000/- (Rupees Six Lakhs only) drawn on ICICI Bank, Shalimar Bagh, Delhi and iii) Demand Draft No. 508736 dated 29.10.2025 for ₹1,00,000/- (Rupees One Lakh only) drawn on ICICI Bank, Shalimar Bagh, Delhi. Upon receipt of the said total amount of ₹33,00,000/-, the Second Party shall be deemed to have relinquished and surrendered all her rights, title, interest, share and claims, whether legal, equitable or otherwise, in, to, or concerning the said Property bearing Plot No. AA-90,



Shalimar Bagh, Delhi – 110088, admeasuring 80 square yards along with the superstructure constructed thereon (hereinafter referred to as the "said Property"), and shall have no further claim, right, demand or objection of any nature whatsoever against the First Party or in respect of the said Property

3. That out of the total amount of ₹33,00,000/- (Rupees Thirty-Three Lakhs only) agreed to be paid by the First Party (Shri Sanjeev Kapoor) to the Third Party (Mrs. Rekha Jaggi) towards full and final settlement of her rights, title, interest and claims in the said Property, the First Party has already paid a sum of ₹31,00,000/- (Rupees Thirty-One Lakhs only) through various online transfers (details of which are mentioned below) and the Third Party acknowledges the same, and the balance amount of ₹2,00,000/- (Rupees Two Lakhs only) shall be paid by way of two demand drafts namely, i) Demand Draft No. 508727 dated 07.10.2025 for ₹1,00,000/- (Rupees One Lakh only) drawn on ICICI Bank, Shalimar Bagh, Delhi and ii) Demand Draft No. 508737 dated 29.10.2025 for ₹1,00,000/- (Rupees One Lakh only) drawn on ICICI Bank, Shalimar Bagh, Delhi. Upon receipt of the said balance amount, the Third Party shall be deemed to have relinquished and surrendered all her rights, title, interest, share and claims, whether legal, equitable or otherwise. in, to, or concerning the said Property bearing Plot No. AA-90, Shalimar Bagh, Delhi – 110088, admeasuring 80 square yards along with the superstructure constructed thereon (hereinafter referred to as the "said Property"), and shall have no further claim, right, demand or objection of any nature whatsoever against the First Party or in respect of the said Property.

Details of already paid amount of ₹31,00,000/- (Rupees Thirty-One Lakhs only) by the First Party to the Third Party:

Date	Transfer From	Transfer To	Remarks (SANJEEV PNB)	Amount
21.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	NEFT_OUT:PUNBH23294873352/ REKHA JAGGI/HDFC0000249/0924187000 0412	200,000



20.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	NEFT_OUT:PUNBH23293581452/ REKHA JAGGI/HDFC0000249/0924187000 0412	200,000
19.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	NEFT_OUT:PUNBH23292153644/ REKHA JAGGI/HDFC0000249/0924187000 0412	200,000
18.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	NEFT_OUT:PUNBH23291919917/ REKHA JAGGI/HDFC0000249/0924187000 0412	200,000
10.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	IMPS-OUT/328309484085/ HDFC0000249/50100115689068	100,000
03.10.2023	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	IMPS-OUT/327604831822/ HDFC0000249/ 50100115689068	200,000
24.01.2024	Sanjeev Kapoor (PNB225700010004 6728)	Rekha Jaggi /0924187000 0412	IMPS-OUT/402408335783/ HDFC0000249/09241870000412	100,000
23.01.2024	Sanjeev Kapoor (PNB2257000100 046728)	Rekha Jaggi /0924187000 0412	IMPS-OUT/402311257767/ HDFC0000249/09241870000412	200,000
11.02.2023	Sanjeev Kapoor (ICICI 664101077021)	Rekha Jaggi /0924187000 0412	MMT/IMPS/304211819680/ REKHAJAGGI/HDFC0000249	500,000
02.02.2024	Sanjeev Kapoor (ICICI 664101077021)	Rekha Jaggi /0924187000 0412	MMT/IMPS/418413144282/NAB41 0890602/ REKHAJAGGI	300,000
11.05.2023	Sanyam Kapoor (ICICI66410170172 9)	Rekha Jaggi /0924187000 0412	MMT/IMPS/313121069351/REKHA / HDFC0000249	400,000
28.03.2024	Sanjana Kapoor (ICICI66410141563 7)	Rekha Jaggi /0924187000 0412	MMT/IMPS/408814425216/REKHA JAGGI/ HDFC00249	500,000
			TOTAL	31,00,000

4. That the Second Party and the Third Party hereby unequivocally acknowledge receipt of the aforesaid amount and declare that they have no further claims of any nature whatsoever in respect of the said Property and they have voluntarily and unconditionally relinquished all their rights, title, interest and share in the said Property in favour of the First Party.



5. That in view of the above, the First Party shall be the sole and exclusive owner of the said Property, free from any claim, lien or encumbrance by the Second and Third Parties or any person claiming under them.
6. Upon the receipt of the amounts as mentioned in MOU and also on execution of the same none of the parties shall be left with any claim whatsoever against each other and the First Party (Sh. Sanjeev Kapoor) will become the absolute owner of the property in question
7. That the Second Party and the Third Party shall, whenever called upon by the First Party, execute and deliver all such further documents, declarations, relinquishment deeds, affidavits, applications, or instruments as may be required by the First Party or any statutory authority, including but not limited to the Sub-Registrar, Municipal Corporation of Delhi (MCD), or Delhi Development Authority (DDA), for the purpose of perfecting, confirming, or evidencing the absolute ownership and title of the First Party in respect of the said Property.

It is hereby expressly agreed and understood by the Parties that the execution of a duly registered Relinquishment Deed by the Second Party and the Third Party in favour of the First Party shall be a mandatory and integral part of their obligations under this Memorandum of Understanding and shall constitute full and final fulfillment of their part of the settlement.

8. That the Second Party and Third Party shall fully co-operate with the First Party for the purposes of mutation, registration or any other requirement with regard to the said Property, as and when called upon.
9. That the Parties affirm and declare that this settlement has been arrived at voluntarily, without any coercion, threat, misrepresentation or undue influence from any quarter, and with full understanding of its implications.



10. That pursuant to the terms herein, the Parties shall jointly file an application under Order 23 Rule 1 and 3 of the Code of Civil Procedure, 1908, before the Hon'ble Delhi High Court for recording the compromise and disposal off, of CS (OS) No. 304 of 2024 as settled.
11. That this MOU shall be binding upon all the Parties and their respective legal heirs, successors, representatives and assigns.
12. That it is further agreed between the parties that all the parties hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in this MOU and without any deviation or reservations of any kind, unless expressly and mutually agreed between the parties in writing and signed.

IN WITNESS WHEREOF all the parties have signed this MOU at Delhi on the date, month and year first mentioned above in the presence of the following witnesses after fully understanding the mean and purpose of the said MOU.

3. Clause 10 of the Memorandum of Understanding states that the parties shall jointly file an application under Order XXIII Rule 3 of the CPC for recording the compromise and dispose of the suit in term of the compromise.
4. The present application is supported by the affidavit of all the parties. This Court has perused the Memorandum of Understanding which is legal and therefore is enforceable.
5. In view of the above, the suit is disposed of along with pending application(s), if any, in terms of the Memorandum of Understanding entered into between the parties. Both sides are bound by the terms of the compromise.



6. Let decree sheet be drawn accordingly.
7. The application is disposed of.
8. The next date already fixed in the matter, i.e., 17.12.2025, stands cancelled.

SUBRAMONIUM PRASAD, J

NOVEMBER 6, 2025
hsk