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

+ **CS(OS) 324/2019**

SUDESH KUMAR MAHAJAN

.....Plaintiff

Through: Mr. Akhil Sachar, Ms. Sunanda
Tulsyan & Ms. Kashish Maheshwari,
Advocates with Plaintiff in-person.

versus

VINOD KUMAR MAHAJAN & ORS.

.....Defendants

Through: Ms. Nandni Sahni, Mr. Gaurav
Mahajan, Ms. Tanya Singh,
Advocates with Defendant Nos.1 to 4
in- person.

Mr. Abhishek Mahajan and Mr.
Rajesh Kumar, Advocates for
Defendant Nos.5 and 6

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

30.01.2025

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I.A. 1333/2025

1. The present joint application under Order XXIII Rule 3 of CPC has been filed on behalf of the Parties for decreeing the present suit in terms of the Settlement Agreement dated 12.09.2024 entered into between the Parties.
2. The present suit is one for a declaration that Will dated 12.02.2015 executed by Sh. Jagdish Raj Mahajan be treated as null and void. The genealogy reveals that Sh. Jagdish Raj Mahajan passed away on 27.08.2018 leaving behind the Plaintiff herein who also passed away pending the proceedings, Defendant No.1, 2 and 3 who are the sons, Defendant No.4



being the daughter-in-law of Sh. Jagdish Raj Mahajan, Defendant No.5 and 6 being the daughters.

3. Since the dispute was within the family, the parties made an attempt to settle the dispute amicably and a Settlement Agreement has been arrived at between the parties on 12.09.2024. The Settlement Agreement dated 12.09.2024 is reproduced as under:

“SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this 12th day of September, 2024 at New Delhi (hereinafter referred as “Agreement”).

BETWEEN

1. Smt. Sushma Mahajan W/o Late Sh. Sudesh Kumar Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o B-4/4 (Second Floor) Paschim Vihar, New Delhi-110003
2. Sh.Omesh Mahajan S/o Late Sh.Sudesh Kumar Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o B-4/4 (Second Floor) Paschim Vihar, New Delhi-110003
3. Sh.Sumesh Mahajan S/o Late Sh.Sudesh Kumar Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o B-4/4 (Second Floor) Paschim Vihar, New Delhi-110003 (hereinafter referred as "First Party") the above information is provided by the above said persons that they are the Legal Heirs of Late Sh.Sudesh Kumar Mahajan

AND

1. Smt. Rita Mahajan W/o Late.Vinod Kumar Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o 11/42, Punjabi Bagh (West), New Delhi-110026.
2. Sh.Ashish Mahajan S/o Late.Vinod Kumar



Mahajan S/o Late Shri Jagdish Raj Mahajan R/o 11/42, Punjabi Bagh (West), New Delhi-110026.

3. *Gulshan Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o 11/42, Punjabi Bagh (West), New Delhi-110026.*

4. *Shammi Mahajan S/o Late Shri Jagdish Raj Mahajan, R/o 11/42, Punjabi Bagh (West), New Delhi-110026.*

5. *Smt. Vandana Mahajan W/o Late Davinder Mahajan, R/o 11/42, Punjabi Bagh (West), New Delhi-110026*

6. *Sh.Karan Mahajan S/o Late Davinder Mahajan, R/o 11/42. Punjabi Bagh (West), New Delhi- 110026*

AND

7. *Manju Mahajan W/o Late Shri Akshay Mahajan, R/o House No. 101, Azad Chowk, Indira Colony, Gali No. 1. Pathankot, Punjab- 145001.*

8. *Babli Mahajan W/o Shri Vinay Mahajan, R/o House No. 201, MohollaMistrian, Kathuie Bazar Sujanpur, Gurdaspur Rural, Pathankot, Punjab-145023 (hereinafter jointly referred to as "Third Party")*

The First Party and the Second Party are hereinafter jointly referred to as 'Parties'.

WHEREAS THE PARTIES REPRESENTS AS UNDER:

1. *The First Party i.e. Smt.Sushma Mahajan, Sh.Omesh Mahajan, Sh.Sumesh Mahajan are the Legal Heir of Late.Mr. Sudesh Kumar Mahajan (Son) whose*



was the Legal Heir of Late Shri Jagdish Raj Mahajan (Deceased Father) and Late Ms. Santosh Rani Mahajan (Deceased Mother).

2. The Second Party being Smt.Rita Mahajan and Sh.Ashish Mahajan are the Legal Heirs Late. Vinod Kumar Mahajan and Gulshan Mahajan and Shammi Mahajan are sons and legal heir of Late Shri Jagdish Raj Mahajan (Deceased Father) and Late Ms. Santosh Rani Mahajan (Deceased Mother) and Smt. Vandana Mahajan and Sh. Karan Mahajan are legal heir of Late Davinder Mahajan.

3. The Third Party i.e. Ms. Manju Mahajan and Ms. Babli Mahajan (Daughters) are legal heirs of Late Shri Jagdish Raj Mahajan (Deceased Father) and Late Ms. Santosh Rani Mahajan (Deceased Mother)

4. That the deceased father Late Shri Jagdish Raj Mahajan during his lifetime purchased the following properties:

a) House No. 11/42, Punjabi Bagh, Delhi-110026 which was purchased vide Registered Sale Deed dated 06.03.1969.

b) Shop No. 296. Azad Market, Delhi-110006 which is presently in the possession of the partnership firm namely Sudesh Kumar Vinod Kumar: that at present the said shop is in possession of legal Heirs of Late.Sh.Sudesh Kumar Mahajan

c) Shop No. 268, Azad Marker, Delhi-110006 which is presently in the possession of partnership firm namely Jagdish Raj Sudesh Kumar Mahajan: that at present the said shop is in possession of Sh.Karan Mahajan legal Heirs of Late.Sh.Devinder Kumar Mahajan



d) Shop No. 298, Azad Market. Delhi-110006 which is presently in the possession of Tents India; that at present the said shop is in possession of Sh.Ashish Mahajan legal Heirs of Late.Sh. Sh. Vinod Mahajan

e) Shop No. 287, Azad Market, Delhi-110006, which is presently in the possession of proprietorship Firm namely Jagdish Raj Mahajan & Sons; that at present the said shop is in possession of Sh.Shammi Mahajan

f) Shop No. 7A, Pull Mithai, Azad Market, Delhi-110006 which is presently in the possession of Partnership Firm namely Jagdish Raj Gulshan Kumar Mahajan that at present the said shop is in possession of Sh. Gulshan Mahajan

g) Property No. 10568/10569 old, 9420 (New) admeasuring 72.5 square yards situated in Mohalla Tokriwala, Pul Muthai, Library Road, Delhi: the above said property is in possession of Sh.Karan Mahajan , Sh.Shammi Mahajan , Sh. Gulshan Mahajan and Sh.Ashish Mahajan

h) S-30, Shivaji Park, New Delhi-110026 (only top floor with roof rights) the above said property is in possession of Sh.Karan Mahajan , Sh.Shammi Mahajan , Sh.Gulshan Mahajan and Sh.Ashish Mahajan

5. It is pertinent to mention that all the above-mentioned properties were purchased by the deceased Late Shri Jagdish Raj Mahajan and all the properties are solely in the name of Late Shri Jagdish Raj Mahajan itself.

6. That on 27.08.2018. Late Shri Jagdish Raj Mahajan left for the heavenly abode. That after demise



of Late Jagdish Raj Mahajan, the sons Mr. Vinod Kumar Mahajan, Mr. Gulshan Kumar Mahajan, Mr. Shammi Mahajan and Mr. Davinder Mahajan presented four different Wills dated 12.02.2015.

7. Thereafter dispute arose between the parties and Mr. Sudesh Kumar Mahajan (Second Party) filed a Civil suit bearing No. CS(OS)/324/2019 titled as "Sudesh Kumar Mahajan versus Vinod Kumar Mahajan and Ors." seeking partition, Declaration and permanent injunction of the suit properties. It is pertinent to mention that the aforesaid Wills dated 12.02.2015 have also been challenged in the said suit seeking the said Wills to be null and void.

8. That All parties are entering into the present Settlement Agreement after being duly conversant with the facts and circumstances of the present case and after being fully aware of the law of land.

9. The Parties hereto confirm and declare that they voluntarily and out of their own will have arrived at this "Settlement Agreement". All the parties have executed the Settlement Agreement, without any force, undue influence and coercion from any quarter

10. The following Settlement has been arrived at between the Parties hereto which are as under

a) That the Parties undertake to comply and abide by the present settlement arrived at between them in its true letter and spirit All the parties are entering into this Settlement Agreement out of their own free will without any pressure/coercion of any third party.

b) That it has been agreed between the Parties that the above-mentioned properties are solely in the name of Late Shri Jagdish Raj Mahajan



c) That all the parties have come to the settlement of selling property bearing House No. 11/42, Punjabi Bagh, Delhi-110026 which was purchased vide Registered Sale Deed dated 06.03.1969 (hereinafter referred as "Property") That before sale deed of the property the Second Party will make payment of Rs.2,00,00,000/- each to the Third party and Rs. 2,50,00,000/- in total to the First Party by way of RTGSNEFTUPICASHONLINMODECHEQUEASSEST SGIFT DEED and the first and third party shall issue proper receipt duly signed for the same.

d) That it has been agreed between the parties that the selling right of the property house no. 11/42, Punjabi Bagh, Delhi-110026 shall be with second party .

e) That the above settlement is Mutual and the same shall not be legally binding

f) All the parties further agrees that, the token money received by the Second party at the time of proposed Agreement of Sell of the said property will be proportionately shared to the First Party and Third Party.

g) All the parties further agrees that the First and Third Party will execute relinquishment deed in favour of Second Party other parties or purchaser only after receipt of total amount of Rs. 2,00,00,000/- each which will be inclusive of portion of the token amount.

h) That First Party agrees that as soon as he receives the payment of Rs. 2,50,00,000/- and Third party receives Rs. 2,00,00,000/- each, then he will withdraw the above mentioned Suit filed before the Hon'ble Delhi High Court, New Delhi.



i) That it has been agreed First and Second and Third Party i.e after First Party receives the payment of Rs. 2,50,00,000/- and Third party receives Rs. 2,00,00,000/- each , they shall not have any right , tittle of any kind of the other properties in possession of the second party and second party would have the absolute right as owner and would have all the right to deal with the said properties in any manner desired by them and even the right of selling the property.

j) That the First Party and Third Party has agreed that they shall execute Relinquishment Deed in favour of second party of the properties which are

- a. Shop No. 268, Azad Market, Delhi-110006
- b. Shop No. 298, Azad Market, Delhi-110006
- c. Shop No. 287, Azad Market, Delhi-110006
- d. Shop No. 7A, Pull Mithai, Azad Market, Dekhi-110006
- e) Property No. 10568/10569 old, 9420 (New) admeasuring 72.5 square yards situated in Mohalla Tokriwalan, Pul Mithai, Library Road, Delhi.
- f) S-30, Shivaji Park, New Delhi-110026

Which belongs to Second Party

k) That the second Party shall also execute Relinquishment Deed in favour of First Party of property bearing No. i.e 296, Azad Market, Delhi-110006

l) That except the above said properties in case it is found that there are some other properties owned by Late Shri Jagdish Raj Mahajan then all the above parties shall have the right in the same .

m) That there is suit pending before the Tis Hazari



Court filed by Sh. Rohit Gupta against First , Second and Third Party, it is made clear that any liability if arises would be of Second Party , and first and Third party shall not have any liability towards it . That at Preset some miscellaneous application for impleadement are pending . The

n) That the Parties herein undertake/agreed that no out proceedings will be filed by them against each other post this Settlement Agreement and in case any complaint/suit other than the ones known to the Parties exist, the same shall be withdrawn by the respective Parties immediately after signing of the present Settlement Agreement and money has been transferred in the bank accounts of the First Party. Further, the Parties mutually agreed that they would not initiate any legal proceedings in contrary to the present Settlement Agreement.

o)That, the present Settlement Agreement will become effective and enforceable from the date of its execution and shall be binding on all the Parties to this Settlement Agreement and shall form part of the Decree Sheet drawn on the basis of the present Settlement Agreement.

p) That the contents of the Settlement Agreement have been read over by the Parties and they shall be governed by the same.

q) That All the Parties to the present Settlement Agreement undertake that they shall duly perform and abide by all the terms and conditions envisaged herein above. If any party fails to abide with the terms and conditions of the present Agreement, then the present Settlement Agreement shall stand null and void.

r) That this Settlement Agreement will be governed by



and construed in accordance with the Laws prevalent in india.

11. That the Parties undertake that they are bound by this Settlement Agreement and to abide by the terms and conditions set out in the agreement and not to dispute the same herein after in future.”

4. The LR of Defendant No.1A has joined the proceedings through video conferencing and all the other parties i.e., the Plaintiff and the Defendants are present in Court today. In unison, they submit that they have signed and understood the complete contents of the Settlement Agreement and they have entered into the Settlement Agreement out of their own volition and without any coercion and undue influence. They state that they shall abide by the terms of the Settlement Agreement. The Plaintiff and Defendants have been identified by their respective Counsel.

5. In view of the above, the suit is decreed in terms of the Settlement Agreement dated 12.09.2024. Decree Sheet be drawn accordingly.

6. The suit being CS(OS) 324/2019 is disposed of, along with pending application(s), if any.

7. The application is disposed of.

8. The next date of hearing fixed before the Ld. Joint Registrar i.e., 10.02.2025 stands cancelled.

SUBRAMONIUM PRASAD, J

JANUARY 30, 2025

S. Zakir