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

+ **TEST.CAS. 7/2016**

SHRI MOHAN KALRA & ORS

.....Petitioners

Through: Mr. P P Ahuja, Mr. Narender Dhaka,
Ms. Medha Mishra, Mr. Rishabh Attri
and Mr. Jatin Bhardwaj, Advocates
Mr. Prem Kalra, Mr. Parvesh Kalra
and Ms. Archana Aneja, Advocates

versus

STATE

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.11.2025

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1. The present petition under Section 276 of the Indian Succession Act, 1925 has been filed by the Petitioners for grant of probate of the Will dated 09.06.1989 of Late Nebhraj Kalra.
2. It is stated that the parties were referred to Delhi High Court Mediation Centre where the parties have entered into a Settlement Agreement dated 06.10.2025. The said Agreement reads as under:-



**DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI**

Dated: 06.10.2025

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 06.10.2025.

BETWEEN:

(i) **Smt. Usha Kalra** Wife of Late Sh. Madan Kalra (Petitioner no. 1 (i) in the Probate Case No. 7/2016) and

(ii) **Sh. Rajeev Kalra** Son of Late Sh. Madan Kalra (Petitioner no. 1 (ii) in the Probate Case No. 7/2016)

Both residents of 58, Bonniewood Road, Toronto Canada. hereinafter collectively referred to as the “**First Party**”, through their constituted Attorney Mr. Harwinder Singh Son of Sh. Kuldeep Singh (Aadhar Card no. 732902571773) Resident of 51/76, Mata Rani Road, Hadiabad, Distt. Kapurthala, Punjab 15501.

AND

Smt. Prem Kalra Wife of Late Sh. Rajan Kalra resident of 28/57-58, West Patel Nagar, New Delhi-110008 (Defendant no. 2 (i) in the suit) hereinafter referred to as the “**Second Party**”.

AND



Smt. Parvesh Kalra Wife of Late Sh. Devender Kalra resident of 28/57-58 West Patel Nagar, Ground Floor, New Delhi-110008 (Petitioner no. 3 (i) in the Probate Case No. 7/2016) hereinafter referred to as the **“Third Party”**.

AND

Smt. Archana Aneja Wife of Ashok Aneja Daughter of Late Sh. Nebh Raj Kalra resident of 731, Mukherjee Nagar, Delhi (Petitioner no. 4 in the Probate Case No. 7/2016) hereinafter referred to as the **“Fourth Party”**.

The expressions First Party to Fourth Party shall include their respective successors, permitted assignees, legal heirs etc.

AND WHEREAS Sh. Nebhraj Kalra was the exclusive registered owner of the said constructed property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds. by virtue of the duly registered Lease Deed dated 24.02.1960 executed in his favour and which property was subsequently converted from Leasehold to Freehold in his favour vide the duly registered Conveyance Deed dated 10.07.1997.

AND WHEREAS Sh. Nebhraj Kalra had four sons and one daughter namely (i) Prem Prakash Kalra (ii) Madan Kalra (ii) Rajan Kalra (iii) Sh. Devender Kalra and daughter namely Smt. Archana Aneja.

AND WHEREAS during the lifetime of Sh. Nebhraj Kalra, the Son, Widow and Daughters of Sh. Prem Prakash Kalra (who predeceased on 15.04.1981), namely Sh. Harish Kalra (Son), Smt. Vimla Kalra (Wife), Smt. Rekha Kathuria (daughter), Smt. Dolly Chachra (daughter), Smt. Manju Narang



(daughter) and Ms. Meena Kalra (daughter) had filed the Civil Suit bearing CS(OS) No. 2631/1999 titled as titled as 'Harish Kalra & Ors. V/s. Nebhraj Kalra & Ors.', seeking Partition of the property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds. before the Hon'ble Delhi High Court arraying Sh. Nebhraj Kalra, Sh. Madan Kalra, Sh. Rajan Kalra, Sh. Devender Kalra and Smt. Archana Aneja as the defendants in the said suit.

AND WHEREAS Sh. Nebhraj Kalra died on 22.05.2001 at Delhi, leaving behind his last Will & Testament dated 09.06.1989 written in the Urdu language, whereby he had bequeathed the property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds. in favour of sons namely (i) Sh. Madan Kalra (ii) Rajan Kalra (iii) Sh. Devender Kalra and his daughter namely Smt. Archana Aneja.

AND WHEREAS after the death of Sh. Nebhraj Kalra, Sh. Madan Kalra, Sh. Rajan Kalra, Devender Kalra and Smt. Archana Aneja had applied for the grant of Probate in respect of the said last Will & Testament dated 09.06.1989 vide Probate Case No. 7/2016 titled as 'Madan Kalra & Others V/s. State & Others' which was filed before the District Judge, Delhi, and had also applied for the registration of Hindi version of the said last Will dated 16.03.2000.

AND WHEREAS during the pendency of the Probate Petition, Sh. Madan Kalra died on 14.01.2017 and Smt. Usha Kalra (wife) and Sh. Rajeev Kalra (son) were substituted as his legal representatives in Probate Case No. 7/2016.



AND WHEREAS during the pendency of the Probate Petition, Sh. Rajan Kalra died on 10.10.2015 and his legal heirs / representatives namely Mrs. Prem Kalra (wife) Mrs. Pooja (daughter) and Smt. Sumita Seth @ Summi were substituted and arrayed as Petitioner no. no. 2 (i) to 2 (iii) in Probate Case No. 7/2016.

AND WHEREAS Smt. Pooja Daughter of Late Sh. Rajan Kalra (Petitioner no. 2 (ii) in Probate Case No. 7/2016) and Smt. Sumita Seth @ Summi Daughter of Late Rajan Kalra (Petitioner no. 2 (iii) in Probate Case No. 7/2016) have relinquished their respective share that they may have inherited in the suit property on the demise of their father in favour of their mother, Smt. Prem Kalra vide duly registered Relinquishment Deed dated 17.06.2025.

AND WHEREAS during the pendency of the Probate Petition, Sh. Devender Kalra died on 10.03.2023 and his legal heirs / representatives namely Mrs. Parvesh Kalra (wife), Jaunty Kalra (son), Smt. Ronika Gera (daughter) and Smt. Hariti Pasricha (daughter) were substituted as Petitioners no. 3 (i) to 3 (iv) in Probate Case No. 7/2016.

AND WHEREAS Jaunty Kalra son of Sh. Devender Kalra (Petitioner no. 3 (ii) in the Probate Case No. 7/2016), Smt. Ronika Gera daughter of Sh. Devender Kalra (Petitioner no. 3 (iii) in the Probate Case No. 7/2016) and Smt. Hariti Pasricha daughter of Sh. Devender Kalra (Petitioner no. 3 (iv) in the Probate Case No. 7/2016) have relinquished their respective share that they may have inherited in the property on the demise of their father in



favour of their mother, Smt. Parvesh Kalra vide duly registered Relinquishment Deed dated 08.07.2025.

AND WHEREAS the said Probate Case No. 7/2016 titled as 'Madan Kalra & Others V/s. State & Others' was ordered to be tagged alongwith the said C.S (OS) No. 2631/1999 titled as 'Harish Kalra & Ors. V/s. Nebhraj Kalra & Ors.', vide the Order dated 14.12.2006 passed by the Hon'ble Delhi High Court.

AND WHEREAS subsequently, the Son, Widow and Daughters of Sh. Prem Prakash Kalra (who predeceased on 15.04.1981), namely Sh. Harish Kalra (Son), Smt. Vimla Kalra (Wife), Smt. Rekha Kathuria (daughter), Smt. Dolly Chachra (daughter), Smt. Manju Narang (daughter) and Ms. Meena Kalra (daughter) were also impleaded as respondents No. 2 to 7 to in the said Probate Case No. 07/2016 and they had filed Objection to the grant of the Probate in respect of the said last Will & Testament of Sh. Nebhraj Kalra dated 09.06.1989.

AND WHEREAS Smt. Vimla Kalra wife of Sh. Prem Prakash Kalra died on 25.04.2025. Her legal Heirs / Representatives namely Sh. Harish Kalra (Son), Smt. Rekha Kathuria (daughter), Smt. Dolly Chachra (daughter), Smt. Manju Narang (daughter) and Ms. Meena Kalra (daughter) are already impleaded as respondents / objectors in the Probate Case No. 07/2016.

AND WHEREAS the property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds. is in possession of Smt. Prem Kalra Wife of Late Sh. Rajan Kalra and Smt. Pravesh Kalra Wife of Late Sh.



Devendra Kalra. During his lifetime, Mr. Madan Kalra husband of Smt. Usha Kalra and father of Sh. Rajiv Kalra was in possession of part of the said property however after his demise, his wife and son i.e., the First Party herein, have been residing in Canada for many decades and the Fourth Party namely Smt. Archana Aneja is residing in her matrimonial home.

AND WHEREAS the aforesaid suit bearing CS (OS) No. 2631/1999 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 03.04.2024 passed by Joint Registrar (Judicial) and has been amicably settled amongst the parties under the aegis of SAMADHAN.

AND WHEREAS the parties agreed that Sh. Amiet Andlay, Advocate would act as Mediator in their matter of Mediation proceedings.

AND WHEREAS comprehensive mediation sessions were held through video conferencing as well as physically between the Parties and with the assistance of the Mediator and pro-active participation of their respective Counsels i.e., Mr. Abhinav Kaushik (Enrolment No. D/5141/2019) Mobile No. 9899717104 and email: advkaushik.abhinav@gmail.com Advocate and Mr. Harminder Syal (Enrolment No. P/657/1999) email hsyal@deroselaw.ca, Advocates for First Party and Mr. P.P. Ahuja (Enrolment No. D-37/1976) Mobile No. 9811297244 and email: rsprmpaulahuja@gmail.com, Advocate for Second Third and Fourth Party.

The parties mentioned above have arrived at a consensus on the terms and conditions as detailed herein below: -



1. That the First Party, Second Party, Third Party and the Fourth Party herein and the Son and Daughters of Sh. Prem Prakash Kalra, namely Sh. Harish Kalra (Son), Smt. Rekha Kathuria (daughter), Smt. Dolly Chachra (daughter), Smt. Manju Narang (daughter) and Ms. Meena Kalra (daughter) have entered into a Settlement Agreement dated 25.07.2025 before the 'SAMADHAN' and in terms thereof, the said Son and Daughters of Sh. Prem Prakash Kalra have withdrawn their objections and have acknowledged and admitted the execution by Late Sh. Nebhraj Kalra of the Will & Testament dated 09.06.1989 and have unconditionally accepted the bequest made by the last Will & Testament dated 09.06.1989 of Late Sh. Nebhraj Kalra and have withdrawn their objections to the grant of dated 09.06.1989 of Late Sh. Nebhraj Kalra and have also filed Affidavit / NOC stating that they do not oppose the grant of Probate as prayed for in the said Probate Case No. 07/2016. In terms of the said Settlement Agreement dated 25.07.2025, the said suit bearing C.S (OS) no. 2631/1999 titled '*Harish Kalra & Ors. Vs. Madan Kalra & Ors.*', stands disposed of vide the Order dated 27.08.2025 passed by the Hon'ble Court.

Copy of the Settlement Agreement dated 25.07.2025 and the Order dated 27.08.2025 passed in C.S (OS) no. 2631/1999 titled '*Harish Kalra & Ors. Vs. Madan Kalra & Ors.*', are annexed hereto as **Annexure-A (Colly)**.

Copy of the Affidavits dated 28.07.2025 of the Son and Daughters of Sh. Prem Prakash Kalra filed in Probate Case No. 07/2016 titled '*Madan Kalra Vs. State & Ors.*', are annexed hereto as **Annexure-B (Colly)**.



2. That it is agreed that the First Party and the Fourth Party shall have no objection to Smt. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra taking loans and / or entering into any agreement / arrangement with Builder(s) / Financier(s) qua the property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds.in the manner they may deem fit and proper, for the purposes of raising monies to make the payment of the full and final settlement amount to the First Party and the Fourth Party.
3. That the First Party acknowledges that Smt. Prem Kalra Wife of Late Sh. Rajan Kalra have from their own resources already made a payment of **Rs. 60,00,000/- (Rupees Sixty Lacs only)** to the Son and Daughters of Sh. Prem Prakash Kalra predeceased son of Sh. Nebhraj Kalra, namely Sh. Harish Kalra (Son), Smt. Rekha Kathuria (daughter), Smt. Dolly Chachra (daughter), Smt. Manju Narang (daughter) and Ms. Meena Kalra (daughter) in terms of the Settlement Agreement dated 25.07.2025 arrived between the parties under the aegis of SAMADHAN whereby all claims of the said persons in respect of the property bearing no. 28/57-58, West Patel Nagar, New Delhi-110008 measuring 200 Sq. Yds., stand extinguished absolutely and forever.
4. That the First Party have been residing in Canada for many decades and do not have any interest in retaining any part / portion or share in the said Property bearing no. 28/57-58, West Patel Nagar, Delhi-110008 and accordingly, the First party has executed the Released Deed in favour of Mrs. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra.in lieu of the payment by Mrs. Prem Kalra Wife of



Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra, of the lumpsum full and final settlement amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lacs Only)** as under:

(i)	Beneficiary Name	Usha Kalra & Rajeev Kalra
(ii)	Bank	HDFC Bank, Adampur, Jalandhar, Punjab.
(iv)	Account no.	50100841788656
(v)	UTR NO.	CNRBR52025100667043057 in the sum of Rs.64,27,500/- (Rupees Sixty Four Lakhs Twenty Seven Thousand Five Hundred Only) & CNRBR52025100667042748 in the sum of Rs.64,27,500/- (Rupees Sixty Four Lakhs Twenty Seven Thousand Five Hundred Only)

5. The First Party acknowledges the receipt of the lumpsum full and final amount of **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only)** less TDS, from Mrs. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra, simultaneously with execution and registration of the Released Deed by the First Party in favour of the Second Party and the Third Party today i.e. 06.10.2025 before the Sub-Registrar, Delhi.
6. That the Fourth Party being the married daughter of Late Sh. Nebhraj Kalra is settled in her matrimonial home and does not have any interest in retaining



any part / portion or share in the said Property bearing no. 28/57-58, West Patel Nagar, Delhi-110008, and accordingly, it is agreed that:

- (a). The Fourth party shall forego all their rights, title and interest in the said property in favour of in favour of Mrs. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra.in lieu of the payment by Mrs. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra, of the lumpsum full and final settlement amount of **Rs.1,37,00,000/- (Rupees One Crore Thirty-Seven Lacs Only)** to the Fourth Party.
 - (b). It is agreed that Mrs. Prem Kalra Wife of Late Sh. Rajan Kalra, Smt. Pravesh Kalra Wife of Late Sh. Devender Kalra shall pay by way of Bank Draft / Cheque / RTGS the lumpsum full and final settlement amount of **Rs.1,37,00,000/- (Rupees One Crore Thirty-Seven Lacs Only)** to the Fourth Party simultaneously with execution and registration of the documents by the Fourth Party in favour of the Second Party and the Third Party within 15 (Fifteen) days of the execution of the present Settlement Agreement.
7. That upon receipt of the full and final amount as settled between the parties, the First Party and the Fourth Party shall make statements in court as may be required and also execute any further documents so as to perfect the title of Smt. Prem Kalra Wife of late Sh. Rajan Kalra and Smt. Pravesh Kalra Wife of late Sh. Devender Kalra regarding the property bearing no. 28/57-58, West Patel Nagar, Delhi-110008.



8. That the First Party and the Fourth Party state that they do not have any objection to the Hon'ble Court granting the Probate in respect of the last Will & Testament dated 09.06.1989 of Late Sh. Nebhraj Kalra.
9. That it is agreed that the Stamp Duty if required to be paid for the grant of the Probate by the Delhi High Court, shall be borne and paid by Smt. Prem Kalra Wife of Late Sh. Rajan Kalra and Smt. Pravesh Kalra Wife of late Sh. Devender Kalra.
10. That it is agreed that within 7 (seven) days of the execution of the present Settlement Agreement, the parties shall move a joint application praying for recording the statement of the parties in terms of the Present Settlement Agreement.
11. This Agreement shall remain binding on the legal heirs, successors, assigns, and personal representatives of each party.
12. That the parties to the present settlement agreement shall be bound with the terms and conditions of this Settlement Agreement and shall not challenge or resile from or dispute the terms and conditions of the Settlement Agreement before any authority or court of law. The parties undertake and agree to strictly and timely abide by the terms and conditions of the present Settlement Agreement.
13. The contents of the present Settlement Agreement have been fully explained to the Parties in vernacular, and they are the signatories to this Settlement Agreement and the said signatories have fully examined and considered the said terms and conditions and state that they have executed this Agreement,



voluntarily, with their own free will and accord without any force, pressure, coercion, or undue influence.

14. All the parties unequivocally agree to abide by and honour the present Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court
 15. The parties also acknowledge that wilful and deliberate failure to abide by the terms of this Settlement Agreement would entitle the non-defaulting party to approach the Hon'ble High Court of Delhi to seek, *inter alia*, the execution of the terms of the Settlement Agreement. The non-defaulting party shall also be entitled to institute contempt proceedings against the defaulting party, in accordance with the Contempt of Courts Act, 1971.
 16. By signing this Settlement Agreement, the parties hereto affirm that as on date, they are not left with any further claims or demands on account of interest, damage, compensation etc. in any manner whatsoever, against each other and all their pending disputes and differences have been amicably settled in full and final by the Parties hereto through the process of mediation.
3. The parties are held bound by the above Settlement Agreement.
 4. In view of the terms contained under the Settlement Agreement dated 06.10.2025, learned Counsel for the Petitioners seeks permission to withdraw the present petition.
 5. Permission, as prayed for, is granted.
 6. In view of the above, the present petition is disposed of as withdrawn



along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2025

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