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

+ **CS(OS) 612/2024**

MRS. SHASHI MITTAL

.....Plaintiff

Through: Mr. Anshul Mittal and Mr. Sarthak
Tagra, Advocates along with Plaintiff
in person

versus

MRS. MAMTA MITTAL AND ORS

.....Defendants

Through: Mr. Sunil Goel, Mr. Himanshu Goel,
Ms. Dimple Aggarwal, Ms. Varsha,
Advocates for D-1 to D-3 along with
D-1 in person
Mr Gautam Kumar, Advocate for
D11

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

12.03.2025

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I.A. 6704/2025

1. The instant application under Order XXIII Rule 3 CPC has been filed by the Plaintiff and the Defendants for decreeing the suit in terms of the Memorandum of Understanding dated 08.03.2025 which has been arrived at between the parties.
2. The present suit has been filed by the Plaintiff with the following prayers:-

“a) Pass a decree of Declaration that Late Sh. Pawan Mittal had died intestate and his assets, both moveable and immovable (as mentioned in Para No. 9-11 of the Complaint) are inherited jointly by all his Class - I Legal



Heirs, i.e. the Plaintiff and Defendant Nos. 1 - 3 in equal share;

b) Pass a Preliminary Decree of Partition with respect to the immoveable properties of Late Sh. Pawan Mittal being (i) 100% share in the Commercial built up property no. 324, Block-A, New SubziMandi, Azadpur, Delhi-11 0003, admeasuring 636 sq. ft. (approx.) and (ii) 50% share in the Plot of Land situated at Khasra No.: 1461, Khatuni No.: 00765, Gram Kanjauli, Tehsil Sadabad, District- Mahamaya Nagar, Agra, Uttar Pradesh- 283126, admeasuring 0. 793 hectares declaring that the Plaintiff is entitled to 1/4th share in the share of Late Sh. Pawan Mittal in the said properties;

c) Appoint Local Commissioner(s) to inspect the aforementioned immoveable properties and to partition the said properties by metes and bounds and the possession of the portion of share of the Plaintiff be given to the Plaintiff. If the partition is not possible by metes and bounds, then the suit property be disposed off and the Plaintiff be provided her 1/4th share in the sale proceeds.

d) Pass a decree of permanent injunction in favour of the Plaintiff and against the Defendants thereby restraining the Defendant Nos. 1-3, their representative(s), attorney(s), assignee(s), servant(s) or anybody else acting for and on their behalf from selling, transferring, conveying, assigning or diminishing the Shares of Late Sh. Pawan Mittal in the Company M/s. Padam Cold Storage Pvt. Ltd. to the extent of the share of the Plaintiff in the shareholding of Late Sh. Pawan Mittal;

e) Direct the Defendant No. 1 to render the account of all the amounts and assets received by her thus far as



the Nominee of Late Sh. Pawan Mittal whereafter and pass a Decree of Mandatory Injunction directing the Defendant No. 1 to hand over 114th share in all the assets and amounts so received by her to the Plaintiff;

f) Pass a Decree of Permanent Injunction thereby restraining the Defendant Nos. 4 - 14 from transferring or releasing any of the amounts held by them on behalf of Late Sh. Pawan Mittal on account of his various polices, bank accounts, bonds, etc. (as mentioned in Para 11 of the Plaint) in favour of Defendant Nos. 1-3 to the extent of 1/4th share of the Plaintiff;

g) Pass a Decree of Mandatory Injunction in favour of the Plaintiff and against the Defendants thereby directing the Defendant Nos. 4- 14 to release the 114th share of the Plaintiff in all the amounts towards the insurance policies, bank accounts, PPF, Gold Bonds, etc. (as mentioned in Para 11 of the Plaint) in favour of the Plaintiff.

h) Costs of the suit also to be awarded in favour of the Plaintiff and against the Defendants.

i) Pass any other order or relief, which this Hon'ble Court may deem fit, just and proper in the facts and circumstances of the case in favour of the Plaintiff and against the Defendants. ”

3. The parties were referred to mediation but the mediation has failed. A report dated 26.12.2024 has been submitted by the Delhi High Court Mediation & Conciliation Centre.

4. It is stated that Defendants No.4 to 9 are banks and Defendants No.10 to 14 are insurance companies. Prayer (c) of the plaint deals with appointment of arbitrator and prayer (f) and (g) pertains to injunction sought



against Defendant No.4 to Defendant No.14.

5. It is stated by the learned Counsel for the Plaintiff that prayer (c), (f) and (g) are being withdrawn/abandoned. In view of that, Defendants No.4 to 14 are deleted from the array of parties.

6. It is stated that the parties have entered into a Memorandum of Settlement dated 08.03.2025 apportioning the properties mentioned in the suit by way of a settlement entered into between the parties on 08.03.2025. The Memorandum of Settlement dated 08.03.2025 is reproduced as under:-

“MEMORANDUM OF UNDERSTANDING/FAMILY SETTLEMENT

This Memorandum of Understanding / Family Settlement is executed on this 8th day of March 2025 at Delhi by and between:

MAMTA MITTAL W/o Late Mr. Pawan Mittal R/o C1/89, Ashok Vihar Phase 2, New Delhi -110052, herein after referred to as 'the First Party'

AND

SHASHI MITTAL W/o Late Mr. Padam Chand Mittal R/o 302, Dr on Apartment Civil Lines, Near Pushpanjali Hospital, Gurgaon, Haryana- 122001, herein after referred to as 'the Second Party'

(The FIRST PARTY and the SECOND PARTY shall hereinafter be collectively referred to as "Parties", which expression shall, unless repugnant to the subject or context thereof, mean and include the successors in interest, executors, administrators and assigns of the Parties)



WHEREAS the First Party and the Second Party are closely related family members in as much as the Second Party is the Mother-in-Law of the First Party.

AND WHEREAS the Parties were earlier living together as a family comprising of the Second Party, her Elder Son Mr. Pawan Mittal, his wife (the First Party herein), their two minor children namely Master Devvaansh Mittal and Master Deveit Mittal and the other two unmarried sons of the Second Party namely Mr. Aman Mittal and Mr. Sahil Mittal.

AND WHEREAS the entire family business was being managed by Mr. Pawan Mittal as the other two sons of the Second Party were medically non-suited for conducting any business activity.

AND WHEREAS in the intervening night of 13th and 14th February 2024, Mr. Pawan Mittal unfortunately expired in a tragic accident where he got burnt alive along with his car. He left behind following Class-I Legal Heirs:

- (1) Mrs. Shashi Mittal (his mother/ Second Party);*
- (2) Mrs. Mamta Mittal (his wife/First Party);*
- (3) Master Devvaansh Mittal (minor son);*
- (4) Master Deveit Mittal (minor son).*

AND WHEREAS during his lifetime, Late Mr. Pawan Mittal was owning and possessing following immoveable properties:

(a) Commercial built up property no. 324, Block-A, New Subzi Mandi, Azadpur, Delhi-110003, admeasuring 636 sq. ft. (approx.) (herein after referred to as the "Azadpur Property");

(b) 50% share in the Plot of Land situated at Khasra



no.: 1461, Khatuni no.: 00765, Gram Kanjauli, Tehsil Sadabad, District- Mahamaya Nagar, Agra, Uttar Pradesh-283126, admeasuring 0.793 hectares (herein after referred to as the "Land at Agra");

AND WHEREAS the above Land at Agra was being used by M/s. Padam Cold Storage Pvt. Ltd., which was a family concern of the Parties and was operating a Cold Storage at the said Land. The said Company was controlled and managed by Late Mr. Pawan Mittal. The directors of the said company were Late Mr. Pawan Mittal and First Party herein, while all the family members had a shareholding therein. The list of shareholders of M/s Padam Cold Storage Pvt. Ltd. as on 31st March 2023 were as follows:

S. No.	Name of Shareholder	No. of Shares	Shareholdings (in %)
1.	Shashi Mittal W/o Late Sh. Padam Chand Mittal (Second Party)	4800	1.79%
2.	Aman Mittal S/o Late Sh. Padam Chand Mittal	12750	4.75%
3.	Pawan Mittal S/o Late Sh. Padam Chand Mittal	212750	79.21%
4.	Neeti Aggarwal W/o Amit Aggarwal D/o Late Sh. Padam Chand Mittal	2500	0.93%
5.	Mamta Mittal W/o Late Sh. Pawan Mittal (First Party)	16900	6.29%
6.	Pawan Mittal & Sons HUF	18900	7.03%
Total		2,68,600	100%

AND WHEREAS during his lifetime, Late Mr. Pawan Mittal had taken several life insurance policies and



also owned and possess various bank accounts, businesses and movable properties. The details of some of the bank accounts, mutual funds, PPF and other investments made by Late Mr. Pawan Mittal are as under: -

(a) Description of the bank accounts of Late Sh. Pawan Mittal:

S.No.	Account Numbers along with account holder name	Bank Name	Bank Branch
1.	60202011000375 Holder Name- M/s Padam Cold Storage Pvt. Ltd.	Bank of India	Branch- Block-C, New Sabzi Mandi, Azadpur, Delhi-110033
2.	725310110003445 Holder Name- Pawan Mittal	Bank of India	Branch- Bhagwan Talkies, Dayal Bagh Road, Indra Puri, New Agra Colony, Agra, U.P.-282005
3.	72662011000238 Holder Name- Padam Seed Farming (Partnership Firm)	Bank of India	Branch- Opp. Soham Traders, Khandauli, U.P.-283126
4.	19410100007847 Holder Name- Pawan Mittal	Bank of Baroda	Branch-Murya Enclave, Adarsh Nagar, Block-CP Poorvi, Pitampura, Delhi-110034
5.	725310110003448 Holder Name- Padam Mittal & Sons (HUF)	Bank of India	Branch- Bhagwan Talkies, Dayal Bagh Road, Indra Puri, New Agra Colony, Agra, UP
6.	725325110000039 Holder Name- M/S Padam Cold Storage Pvt. Ltd.	Bank of India	Branch- Bhagwan Talkies, Dayal Bagh Road, Indra Puri, New Agra Colony, Agra, UP



7.	7255330110000029 Holder Name- M/S Padam Cold Storage Pvt. Ltd.	Bank of India	Branch- Bhagwan Talkies, Dayal Bagh Road, Indra Puri, New Agra Colony, Agra, U.P.-282005
8.	32989654383 Holder Name- M/S Padam Cold Storage Pvt. Ltd.	Bank of India	Branch- Opp. Soham Traders, Khandauli, U.P.- 283126
9.	36461801590 Holder Name- Pawan Mittal	State Bank of India	Branch- New Sabzi Mandi, Azadpur, Delhi- 110033
10.	03710400011079 Holder Name- Pawan Mittal	IDBI DEMAT Account	
11.	72534511-7127 Holder Name- Pawan Mittal	FDR issued by Bank of India	Branch- Opp. Soham Traders, khandauli, U.P.- 283126
12.	PPFs Holder name- Pawan Mittal	Bank of Baroda	Branch-Murya Enclave, Adarsh Nagar, Block-CP Poorvi, Pitampura, Delhi- 110034
13.	Mutual Funds Holder Name- Pawan Mittal	With Different AMC	

(b) Description of the gold bonds:

S.No.	Particulars	Purchase Date	Investment Value
1.	Bank of India, Branch- Bhagwan Talkies, Dayal Bagh Road, Indra Puri, New Agra Colony, Agra, U.P.- 282005	08/01/2017	7,04,242.29/-



2.	Bank of India, Branch- Opp. Soham traders, Khandauli, U.P.-283126	06/08/2021	6,81,856.24/-
	Total Investment Value		13,86,000/-

(c) Description of the insurance policies owned and obtained by Late Sh. Pawan Mittal where Nominee was the First Party, Mrs. MamtaMittal

S.No.	Policy No.	Amount (in Rupees)	Company
1.	124750608	10,00,000/-	Life Insurance Corporation of India, Branch- Sunlight Building, First Floor, Asaf Ali Road, Delhi-110002
2.	265932371	15,00,000/-	Life Insurance Corporation of India, Branch- Third Floor, Jeevan Prakash Sanjay Place, CBO-III, Agra, U.P.-282002
3.	265932373	15,00,000/- Mamta mittal Policy holder	Life Insurance Corporation of India, Branch- Third Floor, Jeevan Prakash Sanjay Place, CBO-III, Agra, U.P.-282002
4.	127004694	5,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
5.	127004695	4,95,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005



6.	127004696	4,60,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
7.	127004697	4,30,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
8.	127004698	4,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
9.	127004699	3,75,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
10.	127004700	3,50,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
11.	127004701	3,25,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
12.	127004702	3,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005



13.	127004703	2,75,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
14.	127004704	2,60,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
15.	127004705	2,50,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
16.	127004706	2,35,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
17.	127004707	2,10,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
18.	127004708	2,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
19.	127004709	1,90,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005



20.	127004710	1,90,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
21.	127004711	1,85,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
22.	127004712	1,85,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
23.	127004825	2,20,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
24.	127004827	45,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
25.	12779010	13,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
26.	127940462	14,00,000/-	Life Insurance Corporation of India, Branch- Second Floor- 29-31, Aditya Mega Mall, Near Karkardooma Court, CBD Ground, Delhi-110032



27.	1178221564	7,00,000/-	Life Insurance Corporation of India, Branch- United India Building, Third Floor, Connaught Place, New Delhi-110001
28.	128457365	80,00,000/- Policy lap Rs 485869/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
29.	129854761	1,00,00,000/- Lap (cancer policy)	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
30.	129857156	10,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
31.	129857160	10,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
32.	129857161	10,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005
33.	129857163	10,00,000/-	Life Insurance Corporation of India, Branch-12/56, Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005



34.	00827503	37,20,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
35.	00403788	30,00,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
36.	01432215	24,00,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
37.	01422499	7,92,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
38.	01243142	30,22,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
39.	01945212	25,00,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
40.	01058177	9,04,000/-	Sud Life Insurance, Branch- Dr. R.K. Gupta, Orthopaedic Clinic, First Floor, 4 M G Road, Agra, U.P.-282002
41.	19796104	2,00,00,000/-	ICICI Prudential Life Insurance, Branch-E-1 Block, Sixth Floor, Videocon Tower, Jhandwala Extension, New Delhi- 110005
42.	821213717	15,50,000/-	Max Life Insurance, Branch- Himalaya House



			No.-23, Upper Ground Floor, Kasturba Gandhi Marg, Cannuaght Place, New Delhi-110001
43.	PP000228	1,00,00,000/-	HDFC Life Insurance Company Limited

(d) Description of the insurance policies owned and obtained by Late Sh. Pawan Mittal where Nominee was the Second Party, Mrs. Shashi Mittal

S.No.	Policy No.	Amount (in Rupees)	Company
1.	717204705	5,00,000/-	Max Life Insurance
2.	1189379	5,00,000/-	ICICI Prudential Life Insurance
3.	124743540 & 124743544	25,00,000/-	Life Insurance Corporation of India
4.	10136120	1,00,000/-	HDFC Life Insurance
5.	201919	1,25,278/-	ING VYSYA / HDFC LIFE (Converted)
6.	87835278	4,00,000/-	Bajaj Life Insurance

AND WHEREAS during his lifetime, Mr. Pawan Mittal had also obtained various financial credit facilities like Business Loans, OD & CC Limits both for himself as well as for the Family Company M/ s Padam Cold Storage Pvt. Ltd. from Banks wherein both the aforementioned Immoveable Properties as well as several of his Insurance Policies were kept as collateral.

AND WHEREAS after the death of Mr. Pawan Mittal, several disputes arose amongst the Parties, primarily



owing to the inheritance of the estate left behind by Late Mr. Pawan Mittal which lead to filing of a Partition Suit by the Second Party being CS (OS) No. 612/ 2024 titled as “SHASHI MITTAL vs. MAMTA MITTAL & ORS.”, which is currently pending adjudication before the Hon’ble High Court of Delhi with next date of hearing being 18.02.2025;

AND WHEREAS during the pendency of the above suit, the Parties were also referred to mediation by the Hon'ble High Court vide order dated 19.11.2024 and efforts were made by the Ld. Mediator to settle the disputes. However, the said mediation proceedings could not yield results and were thus closed on 27.12.2024.

AND WHEREAS after closure of the Mediation proceedings, the Parties were again approached by their common relatives, friends and well wishers to amicably resolve the family disputes. Since both the Parties were victim of the circumstance as the First Party lost her husband at such a young age while Second Party lost her only earning son, it was deemed expedient in the interest of both of them and the minor children of Late Mr. Pawan Mittal that the disputes between the Parties are put to a quietus.

AND WHEREAS with the intervention of the well-wishers and the positive role played by the Counsels, the Parties have now decided that it is in the best interest of all the persons involved that an amicable solution be reached with respect to all the disputes and differences between the Parties so as to live their lives with secure peace of mind and happiness. Accordingly, the Parties have ironed out all their disputes and deemed it expedient to reduce in to writing the terms & conditions of the settlement now arrived at between the Parties:



NOW THIS MEMORANDUM OF UNDERSTANDING AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. That the Parties have mutually decided that against all the claims, right, title and interest of the Second Party in the estate of her son Late Mr. Pawan Mittal, the Second Party shall be given the exclusive ownership and absolute title of the Azadpur Property being Commercial built up property no. 324, Block-A, New Subzi Mandi, Azadpur, Delhi-110003, admeasuring 636 sq. ft. (approx.).

2. That it has also been mutually agreed that the First Party shall be entitled to be absolute ownership of the Land at Agra, i.e. Plot of Land situated at Khasra no.: 1461, Khatuni no.: 00765, Gram Kanjauli, Tehsil Sadabad, District-Mahamaya Nagar, Agra, uttar Pradesh-283126, admeasuring 0.793 hectares in as much as the First Party was already the owner of 50% undivided share of the said Plot and now the balance 50% share, which was earlier owned by Late Sh. Pawan Mittal shall also be transferred exclusively in the name of the First Party.

3. That the Parties shall execute the requisite Transfer Deeds either in the form of a Relinquishment Deed or a Gift Deed, as may be required, in favor of each other and shall also extend all necessary cooperation to each other for the transfer of the properties as mentioned above.

4. That on the transfer of the aforesaid Properties, the respective Parties shall have the complete ownership over the properties transferred in their names and have



the absolute right to deal with the same in any manner they may desire. The Parties shall also be at liberty to get the respective properties mutated in their respective names in the relevant Municipal Records and if any no objection is required, the other party shall render due cooperation and execute all such papers as would be required.

5. That on transfer of the aforesaid properties, the Second Party shall cease to have any right, claim or interest whatsoever in the other moveable assets of her deceased son Late Mr. Pawan Mittal. Similarly, the First Party and her sons shall also cease to have any right, claim, title or interest whatsoever in the Azadpur Property.

6. That it has also been agreed between the Parties that the amounts to be received from the various Bank accounts, Gold Bonds, PPF, Insurance Policies and other investments of Late Mr. Pawan Mittal shall be received by the respective Nominees mentioned therein. In case, any of such Policy or account does not bear the name of any Nominee, the same shall stand transferred in the name of the First Party herein for which the Second Party shall not raise any objection. The Second Party shall provide the details and original documents of the Gold Bonds to the First Party.

7. That it has been further agreed that the Parties that all the past, present and future liabilities of Late Mr. Pawan Mittal and the Family Company M/ s. Padam Cold Storage Pvt. Ltd. shall be borne by the First Party exclusively and the Second Party shall not be burdened with any liability thereof. Similarly, all the past, present and future assets of Late Mr. Paw an Mittal and the Family Company M/ s. Padam Cold Storage Pvt. Ltd. shall belong to First Party exclusively and the Second Party or her children shall have no



right therein.

8. That since all the liabilities are being taken up by the First Party, it has been agreed that the Second Party and her children namely Mr. Aman Mittal and Mrs. Neeti Aggarwal shall transfer all their Shareholding in the Company M/ s. Padam Cold Storage Pvt. Ltd. in favor of the First Party or her nominee(s). Further, the Second Party or any of her family members shall also not raise any dispute or challenge with respect to the appointment of Mr. Jitender Aggarwal as an Additional Director in M/ s. Padam Cold Storage Pvt. Ltd. by the First Party.

9. That the son-in-law of the Second Party namely Mr. Amit Aggarwal had advanced a business loan to M/ s. Padam Cold Storage Pvt. Ltd. to the tune of Rs. 3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs) from his firms namely M/ s. Bansal Iron and Sheet Traders (Rs. 10,00,000/-) and M/s. Elixir Metal Works (Rs.3,15,00,000/-). After the death of Mr. Pawan Mittal, the said Company failed to repay the loan and the cheques given towards the repayment were also dishonoured. This led to filing of two complaint cases by Sh. Amit Aggarwal under Section 138 of the Negotiable Instruments Act, 1881, i.e. Ct. Case no. NI Act -105-2024 titled "Bansal Iron & Sheet Traders vs. Padam Cold Storage Pvt. Ltd. & Ors." pending in the Court of Ld. Judicial Magistrate First Class, Nuh District, Haryana and Ct. Case No. CC NI Act 6846/2024 titled "Elixir Metal Works vs. Padam Cold Storage Pvt. Ltd. & Ors." pending in the Court of Ld. Judicial Magistrate First Class (NI Act)-02, Central District, Tis Hazari Courts, Delhi.

10. That in order to arrive at a holistic settlement of all the disputes and differences amongst the family members, Mr. Amit Aggarwal was also requested to



settle his disputes and he graciously accepted the request. Accordingly, it was agreed that the First Party shall repay the entire principal amount to Mr. Amit Aggarwal in his respective firms. As against the said repayment, the above said complaint cases filed by Mr. Amit Aggarwal shall be withdrawn by him and he has also graciously agreed to forego any claim towards the interest accrued on the amounts due and payable to him.

11. That the First Party is desirous of selling the Land and Cold Storage at Agra along with the Company to some third party and it is from the said sale that the First Party shall be repaying the outstanding liability of the Company M/s Padam Cold Storage Pvt. Ltd. towards M/ s Elixir Metal Works and M/ s Bansal Iron & Sheet Traders, both firms of Mr. Amit Aggarwal. As such, it has been agreed between all the parties concerned that within 7 days of signing of this Settlement Deed/ MoU, the Second Party shall execute and register Relinquishment Deed etc. in respect of her share in the Land at Agra in favor of the First Party and simultaneously, the First Party shall also sign a Relinquishment Deed on behalf of herself and her children namely Master Devvaansh Mittal and Master Deveit Mittal in favor of the Second Party in respect of their share in Azadpur property.

12. It has been further agreed between the Parties that simultaneously the Second Party and wife of Mr. Amit Aggarwal namely, Mrs. Neeti Aggarwal shall transfer all their Shareholding in the Company M/ s. Padam Cold Storage Pvt. Ltd. in favor of the First Party or her nominee(s), so that the First Party can sell the T .and and Cold Storage at Agra.,

13. It is also agreed that the First Party shall pay to Mr. Amit Aggarwal amount of Rs. 3,25,00,000/-



(Rupees Three Crores Twenty Five Lakhs) to Mr. Amit Aggarwal in the following tranches:-

a. Rs.60,00,000/- (Rupees Sixty Lakhs) at the time of signing of this Settlement Deed;

b. Rs.50,00,000/- (Rupees Fifty Lakhs) within 7 days of passing of Consent Decree by the Hon'ble High Court; and

c. The balance amount of Rs.2,15,00,000/- (Rupees Two Crore Fifteen Lakhs) shall be paid within one week of execution and registration of sale deed of the Land and Cold Storage at Agra by the First Party to any third party or within 3 months from the date of passing of Consent Decree by the Hon'ble High Court whichever is earlier.

It has been assured and undertaken by Mr. Amit Aggarwal that he shall make the requisite statement regarding settlement of all claims before the Concerned Courts where his complaints filed under Section 138 NI Act are pending against M/ s. Padam Cold Storage Pvt. Ltd. and the First Party and shall ensure that the said cases are withdrawn on the basis of this settlement within 7 days of receiving the first two tranches of the aforesaid amount, i.e. a total sum of Rs. 1,10,00,000/(Rupees One Crore Ten Lakhs). Mr. Amit Aggarwal shall furnish the certified copies of the orders of the above compliance to the First Party showing withdrawal of case by him, within 7 days of receiving the sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs).

14. That it has also been agreed that the Second Party and all the Confirming Parties herein shall cooperate with the First Party in sale of the Land and Cold Storage at Agra and they shall sign all the requisite



documents like No-Objections, etc. if so required for smooth sale of the said Land and Cold Storage at Agra by the First Party.

15. That the Parties have agreed that they shall file a joint application in the pending civil suit i.e. CS (OS) 612 I 2024 before the Hon'ble High Court of Delhi, Under Order XXIII Rule 3 of CPC within 7 days of the execution of the present settlement deed along with the affidavits of all the concerned Parties as well a copy of this settlement and the Parties shall obtain a consent decree in terms of this settlement. Both the parties and the Confirming parties shall ensure to be physically present in the Court at the time of listing of the said joint application.

16. That with the passing of the Consent Decree by the Hon'ble High Court of Delhi in the aforementioned Suit, the status quo order dated 02.08.2024 would stand vacated and thereafter the insurance companies (defendants 10 to 14) would release the amounts under insurance policies of Late Sh. Pawan Mittal to the First Party and to the concerned Banks (Bank of India and IDFC Bank who have lien on the policies in lieu of their charge on the Land and Cold Storage at Agra and on the Azadpur property). Within 15 days of receipt of amounts from the insurance companies¹ the First Party will get these properties cleared from the Bank by making payment of balance loan outstanding and the Parties shall get registered the respective Relinquishment Deeds within 7 days of receiving the No-Dues Certificates from the respective banks with regard to both the properties. It is made clear that the Relinquishment Deeds shall be registered only after No-Dues Certificate are obtained from the concerned Banks for both the properties.

17. That as a token of acceptance of this Settlement,



Mrs. Neeti Aggarwal and Mr. Amit Aggarwal as well as brother of the First Party namely Mr. Jitender Aggarwal has also agreed to sign the present MOU / Family Settlement as Confirming Parties.

18. That the First Party has undertaken that the minor children of Late Mr. Pawan Mittal shall not raise any dispute or claim upon the assets received by the Second Party in future and in case, any such claim arises, the same shall be satisfied by the First Party from the assets received by her under the present Family Settlement / MOU.

19. That with execution of the present MOU, any other litigations initiated at the instance of either of the Parties which is not specifically mentioned herein shall be deemed to have been withdrawn and no further / future litigations will be instituted by either of the Parties or their respective assignees or legal heirs in respect of the subject matter of the present MOU or on any other related issue.

20. That both the Parties herein have also withdrawn all allegations and counter allegations made against each other during the course of litigations and those allegations/ counter allegations will have no bearing in future in. relation to any proceedings.

21. That both the Parties have agreed that they have no grievance of any nature left whatsoever against each other or their respective family members. It is also settled that there shall remain no case/ claim/ dispute due between the Parties and by or against the Confirming Parties after compliance of the terms of the present settlement and that none of the Parties shall file any civil or criminal proceedings against each other or their respective family members in future.



22. The terms and conditions mentioned in the MOU have been understood in vernacular by both the Parties. The above said settlement is arrived at between the Parties out of their own will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (Both of Law and fact), in any form whatsoever and the Parties agreed that the settlement/ agreement has been correctly recorded as per the agreed terms and conditions.

23. That neither the Parties nor any of their representatives, executors, assigns, successors, administrators, etc. would at any time, even in future, challenge these terms and conditions, on any ground, whatsoever, and/ or in any manner, whatsoever, and would always remain bound by them.

24. That the parties have executed and signed this MOU on two sets of originals duly notarized and both shall keep one original each.”

7. The Plaintiffs and Defendant No.1, who also represent Defendants No.2 & 3, are present in Court today. They state that they have read and understood the contents of the Memorandum of Settlement dated 08.03.2025 and the same has been entered into by them on their free will and without coercion and the suit be decreed in terms of the Memorandum of Settlement.

8. Since Defendants No.4 to 14 stands deleted from the array of parties, prayer (c), (f) and (g) of the plaint have become infructuous.

9. This Court has perused the Memorandum of Settlement dated 08.03.2025. This Court is of the opinion that the settlement is in accordance with law and the same can be implemented. The suit is permitted to be



disposed of in accordance with the settlement.

10. The Plaintiff and Defendant No.1 who are present in Court have given separate statement to the effect that they have read and understood the contents of the settlement and the settlement has been entered into on their own volition and that they will not raise any other claim from the cause of action on the basis of which the present suit has been filed.

11. The suit is disposed of as withdrawn along with pending application(s), if any.

12. Let the decree sheet be drawn up accordingly.

13. The next date already fixed in the matter, i.e., 21.07.2025, stands cancelled.

14. The application is disposed of.

SUBRAMONIUM PRASAD, J

MARCH 12, 2025

hsk