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

+ **CS(COMM) 1526/2016**

RAJNI DUA & ORS.

.....Plaintiffs

Through: Mr. Sajan Shankar Prasad, Mr. Vagish Pandey, Advocates for Plaintiff No.1 with Plaintiff No.1 in-person.

Ms. Cherry Gupta, Mr. Asim Naeem, Mr. Subhani Shabat and Ms. Anisa, Advocates.

versus

BHUSHAN KUMAR & ORS.

.....Defendants

Through: Mr. N.K. Bhardwaj and Mr. Sanjay Chauhan, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

04.02.2025

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I.A. 3014/2025

1. This is an application under Order XXIII Rule 1(3) CPC for disposal of the suit in accordance with the family settlement that has been arrived at between the parties.
2. The present suit has been filed for permanent and mandatory injunction with the following prayers:-

“(a) A decree of mandatory injunction restraining the defendants, their offices, distributors, franchisees, affiliates, associates. Branch office, any body directly



or indirectly associated with the defendants and all other acting for and on their behalf from issuing illegal threats to the plaintiffs against the use of the trademark/logo 'T-Series' and from interfering in the business and use of the trademark/logo 'T-Series' by the plaintiffs in any manner whatsoever.

(b) A decree of permanent injunction restraining the defendants, their offices, distributors, franchisees, affiliates, associates. Branch office, any body directly or indirectly associated with the defendants from illegally used the trademark/logo 'T-Series' in relation to detergent powder, detergent coke, dhop, agarbati, havan somogari and allied goods which ore in the exclusive domain of the plaintiffs and firms under their control/.

c) For a decree of damages of Rs. 21,00,000/- Court fees of Rs. 23,000/- is affixed thereto.”

3. It is stated that the parties to the suit are all family members. Pending the suit, Plaintiff No.2 passed away and his legal representatives have been brought on record *vide* I.A. No.16807/2022.
4. Since the dispute was between the family members, with the efforts of friends, the parties have entered into a memorandum of family settlement dated 20.01.2025. The Memorandum of Settlement dated 20.01.2025 has been placed along with the application under Order XXIII Rule 1 CPC. The Memorandum of Settlement is reproduced as under:-



BETWEEN

(1) Mr. Rohan Dua, S/o Late Sh. Gopal Krishan Dua, aged about 32 years, R/o W-108, Greater Kailash, Part-II, New Delhi (2) Mr. Hrishik Dua S/o Late Sh. Gopal Krishan Dua, aged about 28 years, R/o W-108, Greater Kailash, Part-II, New Delhi and (3) Ms. Rajni Dua, divorced wife of Late Sh. Gopal Kishan Dua, aged about 53 years, R/o W-108, Greater Kailash, Part-II, New Delhi, hereinafter referred to as parties of the **First Part/First Party**. (which, expression shall, unless repugnant to the context or meaning thereof, mean and include their heirs, successors, permitted assigns, executors, legal representatives and nominees)

AND

1. M/s Super Cassettes Industries Pvt. Ltd. (a company incorporated under the Companies Act, 1956) having its registered office at E-2/16, White House, Ansari Road, Daryaganj, New Delhi-110002 through its Managing Director, Sh. Bhushan Kumar
2. M/s Shiv Machine Tools Pvt. Ltd. (a company incorporated under the Companies Act, 1956) having its registered office at E-2/16, White House, Ansari Road, Daryaganj, New Delhi-110002 through its Director, Smt. Sudesh Dua,
3. M/s Vijarshan Ventures Pvt. Ltd. (a company incorporated under the Companies Act, 2013) having its registered office at H.NO.4895,PLOT NO.99, WARD NO.XI BLOCK-S,BHARAT RAM ROAD, SOUTH DARYAGANJ, Central Delhi, NEW DELHI, Delhi, India, 110002 through its Director, Smt. Sudesh Dua,
4. Mr. Bhushan Dua @ Bhushan Kumar aged about 48 years, S/o Late Sh. Gulshan Kumar, R/o W-83, Greater Kailash Part-II, New Delhi-110048,
5. Mrs. Sudesh Dua @ Sudesh Kumari Dua @ Sudesh Kumari aged about 69 years, W/o Late Sh. Gulshan Kumar, R/o Khasra No 1043, 1 Link Road DLF Farms, Chhattarpur, Masood Pur, Delhi - 110070



6. Mr. Krishan Kumar @ Krishan Arora aged about 57 years, S/o Late Sh. Chanderbhan Dua, R/o 2001, Amarnath Tower, 7 Bungalow, Versova, Sanjeev Enclave Lane, Andheri-(W), Mumbai-400061 (Maharashtra), Hereinafter collectively referred to as parties of **Second Part/Second Party**. (which expression shall, unless repugnant to the context or meaning thereof, mean and include their heirs, successors, permitted assigns, executors, legal representatives and nominees)

RECITALS

BACKGROUND OF EARLIER FAMILY SETTLEMENTS

1. **WHEREAS** the family patriarch late Shri Chander Bhan Dua, the father, had four sons, namely, Gulshan Kumar, Darshan Kumar, Krishan Kumar and Gopal Krishan. Out of the four sons, one son, namely, Shri Gulshan Kumar expired on 12.08.1997 and is now represented by his only son Shri Bhushan Kumar.
2. **WHEREAS** Late Sh. Gulshan Kumar had started the famous T-SERIES group which is primarily engaged in the music and films business, amongst other businesses.
3. **WHEREAS** after the death of Shri Gulshan Kumar disputes and differences arose inter se amongst the family members, on account of which the family got divided into two groups. One group comprised of Late Shri Gopal Krishan and his then wife Ms. Rajni Dua and the remaining family members, i.e. Late Shri Chander Bhan Dua, Sh. Darshan Kumar, Sh. Krishan Kumar and Sh. Bhushan Kumar, constituted the other group.
4. **WHEREAS** in order to amiably resolve all the disputes and differences between the two groups, an arrangement in the form of two separate hand written notes dated 19.2.1998, one signed by Shri Bhushan Kumar and another signed by Late Shri Gopal Krishan, was agreed between the two family groups. Copies of the said hand written notes are attached as **Annexure-1** and **Annexure-2** to this Family Settlement.



5. **WHEREAS** the family arrangement as captured in the two notes signed by Shri Bhushan Kumar and Late Shri Gopal Krishan, dealt with certain assets which were to be divided between the two groups and which can be conveniently categorized under four different heads. The four heads are as follows:-

- i) Immoveable properties being five in number and which are:-
 - a) W-108, G.K. II, New Delhi
 - b) E-501, G.K. II, New Delhi
 - c) 94, Bunglow, Sector 15A, Noida
 - d) A-31-32, Sector 16, Noida
 - e) A-289, Okhla Industrial Area, New Delhi
- ii) The second head comprises of the businesses which were run as sole proprietorships by Late Shri Gopal Krishan and his then wife Smt. Rajni Dua (now divorced) viz Gopal Soap Industries and Rajni Industries.
- iii) The third head comprises of shares which were held by Late Shri Gopal Krishan in the following companies:-
 - a) Super Cassettes Industries Limited – 76 shares
 - b) Tony Electronics Limited – 100 shares
 - c) Laxmi Video Studio Pvt. Limited – 4,75,000 shares
 - d) Mandakni Aqua Minerals Pvt Ltd – 2,50,000 shares
(Out of which 1 lakh shares were held by Smt. Rajni Dua).

The aforesaid companies are jointly referred to as T-series group companies.

- iv) The fourth head comprised of an amount of INR 2.5 crores to be paid to Shri Gopal Krishan.

6. **WHEREAS** as per the handwritten notes dated 19.2.98 signed by Shri Bhushan Kumar and Late Shri Gopal Krishan, the immovable properties as mentioned in Para 5(i) above, were to be given to Late Shri Gopal Krishan.



Secondly, a sum of INR 2.4 crores, which was owed by the sole proprietorship concerns of Late Shri Gopal Krishan and Smt. Rajni Dua, i.e. Gopal Soap Industries and Rajni Industries to the Second Party, was to be deemed as paid i.e. these dues which were payable by the sole proprietorship concerns were to be given up by the Second Party. With respect to the assets categorized in Para 5(iii) above it was agreed between the parties that Late Shri Gopal Krishan and his then wife Smt. Rajni Dua would transfer all the shares held by them in the said companies in favour of Shri Krishan Kumar and therefore there would be an end to the cross holding of the shares between the two groups in the said companies. Lastly, as mentioned in Para 5(iv) an amount of INR 2.5 crores was agreed to be paid to Shri Gopal Krishan.

7. **WHEREAS**, pursuant to the family arrangements dated 19.2.98, an agreement dated 21.2.1998 was entered into between the two family groups, in order to give a formal structure to the terms of the settlement agreed between them. The said agreement was signed by the respective members of the two groups. A copy of the agreement dated 21.2.1998 is attached as **Annexure-3** to this family settlement.
8. **WHEREAS** pursuant to the execution of the agreement dated 21.2.1998, the terms of the settlement were executed in the following manner between the two family groups :-
 - i) Late Shri Gopal Krishan transferred the ownership of the shares held by him in the T-series group companies to Shri Krishan Kumar in the following manner:-
 - a) **Super Cassettes Industries Limited.** Late Shri Gopal Krishan had 76 shares in this company. The face value of each of the shares was of Rs.100/-. For the face value of INR. 7600/- of the said shares, Late Shri Gopal Krishan in fact received a sum of Rs.15,71,224/-. This amount was agreed as having been paid to Late Shri Gopal Krishan by waiving the amount which was payable by Late Shri Gopal Krishan to Shri Krishan Kumar standing in their respective Books of Accounts and also their Income Tax returns. This brought about



nil liability of Late Shri Gopal Krishan towards Shri Krishan Kumar for such amount of INR.15,71,224/-. In confirmation of this transaction, Late Shri Gopal Krishan duly executed a voucher bringing on record such transaction and was thus fully paid in respect of such 76 shares.

- b) **Mandakni Aqua Minerals Pvt Ltd.** Late Shri Gopal Krishan had 1,50,000/- shares in this company of the face value of INR 10/- each. As against the face value of INR15,00,000/- of the said shares, Late Shri Gopal Krishan received a sum of INR 3,21,000/- only. This lesser value as compared to the face value of the shares was for the reason that M/s. Mandakni Aqua Minerals Pvt. Ltd. was in fact running into losses and had negative net worth whereby the entire capital base of the company had eroded but Late Shri Gopal Krishan was still paid a sum of INR 3,21,000/-. This amount of INR 3,21,000/- also stood paid to Late Shri Gopal Krishan in the same manner and mode as adopted for the transfer of shares of Super Cassettes Industries Limited i.e. by adjusting outstanding dues of Late Shri Gopal Krishan towards Shri Krishan Kumar. Once again in confirmation of this transaction, Late Shri Gopal Krishan similarly executed a voucher showing the completion of this transaction of transfer of shares for the aforesaid amount of INR 3,21,000/- only.

Smt Rajni Dua also owned 1 lakh shares in the company M/s. Mandakini Aqua Minerals Pvt. Ltd. These shares were sold/transferred by her to Shri Krishan Kumar for a consideration of INR 2,14,000/-. The method of payment was by means of adjustment and whereby the dues which Smt. Rajni Dua owed to Shri Krishan Kumar as per their respective books of accounts and Income Tax records stood adjusted and paid off. Smt. Rajni Dua was thus fully compensated for the said shares and she also executed voucher regarding the completion of this transaction of transfer of shares for the aforesaid amount of INR 2,14,000/- only.



c) **Laxmi Video Studio Pvt Ltd.** Late Shri Gopal Krishan owned 4,75,000 shares in this company of the face value of Rs. 10/- each. The total face value of the shares was therefore a sum of Rs.47,50,000/-. Late Shri Gopal Krishan instead in fact received a higher sum of Rs.56,05,000/-. The consideration for these shares was thus paid to Late Shri Gopal Krishan by adjustment of the outstanding dues of Late Shri Gopal Krishan towards Krishan Kumar to the extent of Rs.56,05,000/-. The said amount Rs. 56,05,000/- was thus treated as paid off by Late Sh. Gopal Krishan to Shri Krishan Kumar. Again, a voucher duly recording such transaction and adjustment was executed by Shri Gopal Krishan.

d) **Tony Electronics Limited.** Shri Gopal Krishan owned 100 shares in this company of the face value of INR 10/- each. Instead of the value of the shares of INR 1000/- Shri Gopal Krishan received a sum of INR 9405/-. The price for the shares amounting INR 9405/- was duly paid to Shri Gopal Krishan by Shri Bhushan Kumar by means of a Cheque No. 215562 dated 24.2.1999 drawn on Canara Bank, Noida.

ii) The agreement dated 21.2.1998 also comprised of execution of two leases – one by Late Shri Gopal Krishan and other by Shri Bhushan Kumar. Accordingly, Shri Bhushan Kumar, who owned half share of property No. E-501, Greater Kailash, Part-II, New Delhi executed a lease deed dated 21.02.1998, with respect to the said property in favour of Late Shri Gopal Krishan. Copy of lease deed is attached as **Annexure-4** to this family settlement.

iii) There were other terms and conditions also basically in the nature of permitting Gopal Soap Industries and Rajni Industries to continue to operate from the premises at Village Namoli in Greater Noida and at G-21 & 22, Sector-11, Noida and which was also accordingly done. Besides the aforesaid, Gopal Soap Industries and Rajni Industries got limited permission to use the said trade mark “T Series” only with respect to their respective products, i.e. Detergent Cake & Powder and Dhoop Agarbatti.



9. **WHEREAS** Late Shri Gopal Krishan filed against the Second Party two police complaints with the police on 5.8.1998 (Sections 451/506 IPC) and 14.10.1998 (Sections 452/324 IPC), which were later on compounded by the Patiala House Court, New Delhi.
10. **WHEREAS** on 2.3.1998 an agreement was duly signed by Shri Darshan Kumar and Shri Bhushan Kumar for and on behalf of M/s. Super Cassettes Industries Limited, M/s. Tony Electronics Limited and Super Electronics (Proprietorship Firm) of one part and Late Shri Gopal Krishan of the other part. Copy of the agreement dated 02.03.1998 is attached as **Annexure-5** to this family settlement. Paragraph 2 of the agreement dated 02.03.1998 specifically records execution of lease deeds in favour of Late Shri Gopal Krishan. Paragraph 2 of the said agreement refers to the right of Late Shri Gopal Krishan to have a second term of the lease of five years with respect to properties leased out to him on 21.02.1998.
11. **AND WHEREAS** the family undertook further transactions in February, 1999 by way of execution of Gift Deeds of three properties, namely, 1) W-108, Greater Kailash-II, New Delhi, 2) Bungalow No. 94, Sector 15A in Noida, 3) Plot No. A-31 & 32, Sector 16, Noida. All these Gift Deeds were on a Stamp Paper of Rs.10/- and were duly notarized except W-108, G.K.-II, New Delhi, which got registered. Copy of the Gift Deeds are attached as **Annexure-6** to this family settlement.

PRESENT STATUS OF THE TERMS AGREED BETWEEN THE PARTIES VIDE EARLIER FAMILY SETTLEMENTS

12. **AND WHEREAS** on account of various complaints and litigations brought about by the First Party against the Second Party, complete execution of the terms of settlements as agreed between the Parties remained incomplete. As on date of the signing of the present Memorandum, the position in respect of the immovable properties and amount of INR 2.50 crores, which formed subject matter of the previous settlements, is as under :-



S.No.	Particulars	Present Status
1.	W-108, G.K. II, New Delhi	Registered Gift Deed dated 29.03.1999 executed in favour of First Party. Possession of the property with First Party.
2.	E-501, G.K. II, New Delhi	Possession of the property is already with the First Party. Documents transferring title in favour of the First Party are yet to be executed.
3.	94, Bunglow, Sector 15A, Noida	Gift Deed dated 26.02.1999 executed in favour of First Party on a Stamp Paper of INR 10/-. Possession of the property has already been handed over to the First Party. Documents transferring title in favour of the First Party are yet to be executed.
4.	A-31-32, Sector 16, Noida	Documents transferring title of the property in favour of the First Party stand executed. Possession of the property has already been handed over to the First Party.



5.	A-289, Okhla Industrial Area, New Delhi	Gift Deed dated 26.02.1999 executed in favour of First Party on a Stamp Paper of Rs.10/-. Possession of the property has already been handed over to the First Party.
6.	G-21, Sector-11, Noida	Gift Deed dated 26.02.1999 executed in favour of First Party on a Stamp Paper of Rs.10/-. Documents transferring title of the property in favour of the First Party stand executed. Possession of the property has already been handed over to the First Party.
7.	G-22, Sector-11, Noida	Possession of the property with the first party. Transfer Memorandum dated already issued by Noida Authority in favour of M/s Rajni Industries. However the transfer of title could not be completed on account of the objections filed by the Late Sh. Gopal Krishan.
8.	Payment of Rs. 2.50 crores	The said amount is yet to be paid to the Second Party.



BACKGROUND OF COMPLAINTS & LITIGATIONS FILED BY FIRST PARTY AGAINST THE SECOND PARTY BEFORE VARIOUS FORUMS

13. **AND WHEREAS** the position with regard to the pending litigations and complaints between the parties (primarily filed by the First party against the Second Party) is tabulated as under :-

Sl. No.	Name of Court	Name of Parties/case	Present Status	Particulars
1	Hon'ble High Court of Delhi	Civil Suit No. 1687/2009, Rohan Dua & Anr V/s Gopal Krishan & Others	Upon Application filed by the LR's (Rohan Dua & Hrishik Dua) of Late Shri Gopal Krishan, the name of Late Sh. Gopal Krishan has been deleted from the array of parties. The matter is next listed for cross examination of PW-1 on 19.02.25	Civil Suit filed by Ms. Rajni Dua on behalf of Master Rohan Dua and Hrishik Dua against Late Sh. Gopal Krishan & other family members and Super Cassettes Industries Limited for declaring Master Rohan Dua the absolute owner of ½ undivided share in property W-108, G.K. Part-II, Delhi, Bunglow No. 94, Sector 15A, Noida, A-289 Okhla, 50% share in property



				bearing No. E-501, G.K. Part-II.
2	Hon'ble High Court of Delhi	Gopal Krishan Vs. State & Ors. (Crl M.C. No. 6354/2019)	Hon'ble Court vide order dated 26.07.2023 has directed that the death certificate of Late Sh. Gopal Krishan be placed on record. Further, the counsel for the deceased Petitioner had sought time for filing an appropriate application for impleading legal representatives of the deceased Petitioner. The matter is next listed on 27.02.25.	The criminal Misc Main has been filed by Late Sh. Gopal Krishan challenging the order dated 20.07.2019 passed by Sh. Gulshan Kumar, ASJ, Saket Court, whereby the revision petition of Mr. Gopal Krishan has been dismissed in case FIR No. 290/2002, P.S. Okhla Industrial Area.
3	Hon'ble High Court of Delhi	Civil Suit No. 31/2006, CS(COMM) No. 1526/2016, Rajni Dua V/s Bushan	The LRs of Late Sh. Gopal Krishan have filed an application seeking impleadment in	Civil Suit filed by Ms Rajni Dua and Gopal Krishan against Sh. Bhushan Kumar and others for



		Kumar & Others	the present suit. Listed on 15.04.25	injunction the defendants therein from the use of trade mark/logo "T-Series" in respect of Detergent cake, detergent powder, Dhoop Agarbatti, Havan Samagri and other allied goods.
4	Hon'ble High Court of Delhi	C.S. (OS) No. 338/2018, Gopal Krishan Dua V/s Darshan Kumar & Others	The matter is currently at the stage of framing of issues. The matter is next listed for further directions on 19.02.25	Civil Suit filed by Late Sh. Gopal Krishan Dua for Declaration, Partition and Permanent Prohibitory Injunction in respect of the following properties (1) Flat No. 18/1, Pant Nagar, (2) Land at Village Namoli at Khata No. 111, 116, 76/200, 102, 93M,



				admeasuring 4.7877 Hect, (3) 7752 shares in Super Cassettes Industries Private Limited having face value of Rs. 100 each (4) Saving Bank Account Bearing No. 1177101006675, Canara Bank, Noida Branch by challenging the Will dated 11.04.1998 executed by Late Sh. Chanderbhan Dua
5	Hon'ble High Court of Delhi	Gopal Krishan vs. Shiv Machine Tools and Ors. CO A(SB) 34/20150	The matter is currently at the stage of final arguments and is next listed for hearing on 28.02.25	Appeal had been filed by Late Sh. Gopal Krishan for challenging the impugned order dated 19.03.2015 passed by the Company Law Board



6	SH. VIJAAYSHREE RATHORE, MM, SAKET COURT, NEW DELHI	State vs Krishan Kumar & Ors (Gopal Krishan - Complainant) (FIR No.88/19, P.S. Hauz Khas) (Shiv Machine Tools)	Charge sheet filed by IO on 23.09.21. Matter is fixed for arguments on charge on 28.04.25	FIR registered as per the directions of the court on the complaint of Late Sh. Gopal Krishan against Mr. Krishan Kumar, Mr. Bhushan Kumar & Sh. Ved Chanana (Shiv Machine Tools) regarding forfeiture of his alleged shares and resignation etc.
7	Hon'ble High Court of Delhi	Bhushan Kumar vs. State & Anr. CrI. M.C. No. 3535/2022 (FIR NO. 88/19, P.S. Hauj Khas) (Mr. Sanjay Pande)	Proceedings of the summoning order passed by Ms. Shilpi Singh, MM (Room No. 213), Saket Court, New Delhi in FIR No. 88 of 2019 have been stayed qua Sh. Bhushan Kumar. On account of the death of Late Sh. Gopal Krishan (complainant in FIR No. 88 of 2019), amended	Challenging the Summoning order passed by Ms. Shilpi Singh, MM (Room No. 213), Saket Court, New Delhi against Sh. Bhushan Kumar



			memo of parties has been filed by the Petitioner. Hon'ble Court vide order dated 13.02.24 has directed the service of summons on the freshly impleaded Respondents. NDOH 25.04.25	
8	National Company Law Appellate Tribunal, New Delhi	Company Appeal (AT) No. 166/2020 titled Gopal Krishan vs. Super Cassettes Ind. Pvt. Ltd. & Anr.	The Legal heirs of the Late SH. Gopal Krishan have filed an application seeking substitution in the present matter. The said application is currently pending adjudication and is next listed on 10.02.25	Appeal has been filed against the order passed by Hon'ble NCI.T approving the scheme of de-merger of the moulding unit of SCIPL into Vijarshan Ventures Private Limited
9	SH. PRADEEP KUMAR KUSHWA, II-ACJM, NOIDA (ROOM NO. 14)	State vs. Unknown (Mohit Yusuvas Complainant), P.S. Sector-20	Listed for further proceedings on 21.02.25	COMPLAINT U/s 457, 380 IPC (FIR NO. 604/98) (In the complaint it is stated that Mr. Gopal Krishan along with Mr.



				Sahani, etc. involved in the theft of Master Positives of Inlay Cards from the factory C-85, Sec-4, Noida after cutting the bolt and breaking the lock of one room on the first floor of Mr. Mohit Yusuvas.
11	Hon'ble High Court of Delhi	Gopal Krishan vs Super Cassettes Industries Limited & Ors. LPA NO. 491/2021	The application filed by the LR's of the Appellant, i.e. Late Sh. Gopal Krishan under Order 22 Rule 3 of the Code of Civil Procedure has been allowed. The matter is next listed on 08.05.25	Letter Patent appeal against the order dated 20.09.1999 passed in Company petition No. 167/1999 titled Tony Electronics Ltd. whereby the Ld. Single Judge was pleased to allow the merger.
12	ADJ-I, NOIDA	SCIPL vs. State & Ors (RA No. 33/2016)	Objection filed by Ms. Rajni Dua & Gopal Krishan. Date will come after the decision	SCIPL filed the said matter seeking compensation as the land was



			of Case No. 90/2016.	acquired by Railway.
13	ADJ-I, NOIDA	SCIPL vs. State (LAR No. 90/2016)	Objection filed by Ms. Rajni Dua & Gopal Krishan. The matter is reserved for judgment.	SCIPL filed a case for the release of the compensation and correction in the name of the title holder of the land, as in the letter of SDM it is written as T- Series instead of M/s Super Cassettes Industries.

DEMISE OF SHRI GOPAL KRISHAN

14. **AND WHEREAS** Late Shri Gopal Krishan expired suddenly on 28.02.2022 due to cardiac arrest. Copy of his death certificate is attached as **Annexure-7** to this Memorandum.
15. **AND WHEREAS** with the object of resolving the aforesaid disputes and for effectuating a permanent solution of all outstanding disputes as tabulated above, and for ensuring family peace and harmony, the parties arrived at a oral Family Settlement as recorded in the present Memorandum.
16. **AND WHEREAS** Party No. 1 & 2 of the First Party being the legal heirs of Late Shri Gopal Krishan and Party No. 3 of the First Party being divorced wife of Late Shri Gopal Krishan are executing the present Memorandum recording the oral Family Settlement out of their own free will and volition.



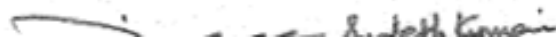
17. **AND WHEREAS** with help of the relatives and mutual friends, the parties had come to an oral settlement and in order to avoid any future disputes and misunderstanding between the parties hereto, the parties have decided to record by this memorandum, the details of the oral family settlement, which had been agreed by the parties.

NOW THIS MEMORANDUM OF FAMILY SETTLEMENT WITNESSETH AND IT IS HEREBY DECLARED, CONFIRMED, AGREED AND RECORDED BY EACH OF THE PARTIES HERETO AS FOLLOWS

- i. That pursuant to the execution of the present Memorandum, the First Party shall withdraw all pending litigations as mentioned in paragraph 13 of this Memorandum and any other proceedings which have been initiated by Late Sh. Gopal Krishan or the First Party against the Second Party. Additionally, the First Party also undertakes to execute and file the necessary Documents, Application(s), Affidavit(s) which shall be required for the quashing of the FIRs and criminal proceedings which are pending against the Second Party, before the appropriate forum.
- ii. The Second Party also agrees to reciprocate by withdrawing all the Civil and Criminal proceedings as mentioned in paragraph 13 of this Memorandum, which have been initiated by the Second Party and are currently pending adjudication.
A copy of this Memorandum recording the Family Settlement shall be filed in the respective court/forum to give a final quietus to the pending disputes/litigation and both parties shall sign/execute all the necessary legal documents before the respective court/forum.
- iii. Upon the execution of the present Memorandum and filing of the necessary documents/ application/ petition before the appropriate courts, for the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall execute a Gift Deed in respect of the 50% share in E-501, Greater Kailash II, New Delhi, in favour of Mr. Hrishik Dua of the First Party. The First Party also undertakes to take all



further steps, which would be required for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum. The original of the Gift Deed so executed shall remain in the possession of the Second Party and a cancelled photocopy of the same shall be handed over to the First Party. Only after appropriate orders have been passed by the respective courts for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party, in order to transfer the title of the said property in the name of Mr. Hrishik Dua of the First Party, shall take the necessary steps for the registration of the Gift Deed with the appropriate authority. The parties shall endeavor to complete the registration of the said Gift Deed as soon as possible. The stamp duty as well as the charges towards the registration of such Gift Deed, shall be borne by the Second Party. Any other charges of any nature whatsoever payable to any government department or statutory or local body or any person for transferring the title of E-501, Greater Kailash II, New Delhi, including but not limited to the charges for the mutation of the said Property in the name of Mr. Hrishik Dua of First Party, shall be borne solely by the First Party. It is hereby agreed between the parties, that the aforesaid execution of the Gift Deed by the Second Party is in lieu of the First Party having agreed to take all the necessary steps for fulfilling its obligation towards the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum and also all the other obligations of the First Party in the present Memorandum. In the event the First Party fails to take the necessary steps required for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, or if for any other reason the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, does not fructify, the Second Party shall be entitled to take appropriate legal action including but not limited to seeking cancellation of the aforesaid Gift Deed.





- iv. Upon the execution of the present Memorandum and filing of the necessary documents/ application/ petition before the appropriate courts, for the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall execute a Transfer Deed for transferring the title of Bungalow No. 94, Sector 15A, Noida, Uttar Pradesh in favour of Mr. Rohan Dua of the First Party. The First Party also undertakes to take all further steps, which would be required for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum. The original of the Transfer Deed so executed shall remain in the possession of the Second Party and a cancelled photocopy of the same shall be handed over to the First Party. Only after appropriate orders have been passed by the respective courts for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party, in order to transfer the title of the said property, in the name of Mr. Rohan Dua of the First Party, shall take the necessary steps for the registration of the Transfer Deed with the appropriate authority. The parties shall endeavor to complete the registration of the Transfer Deed as soon as possible. The Stamp Duty as well as the charges towards the registration of such Transfer Deed, shall be borne by the Second Party. Any other charges of any nature whatsoever payable to any government department or statutory or local body or any person for transferring the title of the said property in favour of Mr Rohan Dua, including but not limited to mutation charges, lease rent and other taxes payable in respect of said property, shall be borne solely by the First Party. It is hereby agreed between the parties, that the aforesaid execution of the Transfer Deed by the Second Party is in lieu of the First Party having agreed to take the necessary steps for fulfilling its obligation towards the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum and also all the other obligations of the First Party in the present Memorandum. In the event the First Party fails to take the necessary steps required for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as



also mentioned in paragraph no. 13 of this Memorandum, or if for any other reason the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, does not fructify, the Second Party shall be entitled to take appropriate legal action including but not limited to seeking cancellation of the aforesaid Transfer Deed.

- v. Upon the filing by parties herein, of the necessary documents/ application/ petition for the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall execute an undertaking acknowledging the First Party to be the owner of property bearing no. A-289, Okhla Industrial Area, New Delhi and that the Second Party will never claim any right, title or interest in the said property. The original of the undertaking so executed, shall remain in the possession of the Second Party and a cancelled photocopy of the same shall be handed over to the First Party. Only after appropriate orders have been passed by the respective courts for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall handover the original of the undertaking to the First Party. Pursuant thereto, if the First Party desires to get the title of property bearing A-289, Okhla Industrial Area, New Delhi transferred in the name of First Party, all costs including but not limited to stamp duty, statutory dues, lease, groundrent and any other charges of any nature whatsoever, in respect of the said property, shall be borne solely by the First Party.
- vi. As stated above, the Noida Authority had already issued a Transfer Memorandum for the transfer of G-22, Sector 11, Noida, Uttar Pradesh in favour of M/s Rajni Industries. However, on account of the objections filed by Late Sh. Gopal Krishan before the Noida Authority, the transfer of title of the said property could not be affected. Upon the filing by parties herein, of the necessary documents/ application/ petition before the appropriate courts, for the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party as also mentioned in paragraph no. 13 of this Memorandum, the First Party shall take the necessary steps



for withdrawing the objections filed by Late Sh. Gopal Krishan before the Noida Authority. Only after appropriate orders have been passed by the respective courts for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum and upon the withdrawal of the objections filed by Late Sh. Gopal Krishan before the Noida Authority, the Second Party shall take the necessary steps on its part for transferring the title of G-22, Sector 11, Noida, Uttar Pradesh in favour of M/s Rajni Industries, owned by the First Party. The parties shall endeavor to complete the transfer of the title of the said property within six months from the date on which all civil and criminal disputes, as mentioned in paragraph 13 of this Memorandum have been withdrawn/ quashed and the objections filed by Late Sh. Gopal Krishan before the Noida Authority have been withdrawn by the First Party. The Stamp Duty as well as the charges towards the registration of such instrument which shall be executed for transferring the title of G-22, Sector 11, Noida, Uttar Pradesh in favour of M/s Rajni Industries, shall be borne by the Second Party. Any other charges of any nature whatsoever payable to any government department or statutory or local body or any person for transferring the title of the said property in favour of M/s Rajni Industries, including but not limited to mutation charges, lease rent and other taxes payable in respect of said property, shall be borne solely by the First Party.

- vii. As stated above, as per the First Party, a sum of INR 2,50,00,000/- was to be paid by the Second party to Late Sh. Gopal Krishan, as per the terms of the previous family settlement. It is agreed that in place of the said sum of INR 2,50,00,000/-, a total sum of INR 6,10,00,000/- (Rupees Six Crores Ten Lakhs Only) shall be payable by the Second Party to the First Party. Out of the said sum of INR 6,10,00,000/- (Rs. Six crores Ten Lakhs Only) a sum of INR 1,00,00,000/- (Rupees One Crore Only) shall be paid by the Second Party at the time of the signing of the present Memorandum. The remaining sum of INR 5,10,00,000/- (Rupees Five Crores Ten Lakhs Only) shall be paid by the Second Party within 30 days of withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party and as also mentioned in paragraph 13 of present Memorandum.



- viii. That the party of First Part being the legal heirs of deceased Gopal Krishan, have agreed that on the execution of the present Memorandum recording the Family Settlement, they shall have no stake and interest including Shareholding/Directorship/Assets left in the company namely M/s. Shiv Machine Tools Pvt. Ltd. in any manner whatsoever and they shall transfer Late Sh Gopal Krishan's 100 shares of M/s Shiv Machine Tools Pvt Ltd in the name of Smt. Sudesh Dua of the Second Party, immediately upon signing of this Memorandum. After completion of the aforesaid transfer of the shares of M/s Shiv Machine Tools Pvt. Ltd. in favour of Smt. Sudesh Dua and upon filing of the necessary documents/ application/ petition for the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall execute the necessary documents for transferring the title in 3.5 acres of land in Khasra No. 87 of Village Namoli, Greater Noida, (Land Situated on the left side of the road from LG Chowk to Sharda Round about) which is currently owned by M/s Shiv Machine Tools Pvt Ltd of the Second Party and 0.72 acres of land in Khasra No. 29 of Village Namoli, Greater Noida, (Land situated in front of M/s Rajni Industries shed located in Khasra No.29) which is currently owned by Super Cassettes Industries Pvt Ltd of the Second Party, in the name of Mr. Rohan Dua and Mr. Hrishik Dua of the Second Party. The original of such documents so executed, for transferring the title of the said properties/ land shall remain in the possession of the Second Party and a cancelled photocopy of the same shall be handed over to the First Party. Only after appropriate orders have been passed by the respective courts for allowing the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party, as also mentioned in paragraph no. 13 of this Memorandum, the Second Party, in order to transfer the title of the said property, shall take the necessary steps for the registration of the said documents with the appropriate authority. The parties shall endeavor to complete the registration of the said documents within six months from the date on which all civil and criminal disputes, as mentioned in paragraph 13 of this Memorandum have been withdrawn/ quashed. Further, upon the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party as also mentioned in paragraph no. 13 of this Memorandum, the Second Party shall ensure that the unsecured loan



of INR 5,39,340/- lying in the name of late Shri Gopal Krishan in the books of M/s Shiv Machine Tools Pvt. Ltd. is repaid to Mr. Hrishik Dua and Mr. Rohan Dua of the First Party. The Stamp Duty as well as the charges towards the registration of such instrument which shall be executed for transferring the title of 3.5 acres of land in Khasra No. 87 of Village Namoli, Greater Noida (Land Situated on the left side of the road from LG Chowk to Sharda Round about) and 0.72 acres of land in Khasra No. 29 of Village Namoli, Greater Noida (Land situated in front of M/s Rajni Industries shed located in Khasra No. 29) in favour of Mr. Rohan Dua and Mr. Hrishik Dua of the First Party, shall be borne by the Second Party. A copy of the map depicting the area of 3.5 acres in Khasra No. 87 of Village Namoli, Greater Noida (Land Situated on the left side of the road from LG Chowk to Sharda Round about), is annexed herewith as **Annexure-8**.

- ix. The First Party acknowledges that Super Cassettes Industries Private Limited of the Second Party is the sole and absolute owner of the "T-series" Trademark. Upon the withdrawal/ quashing of all civil and criminal disputes filed by the First Party against the Second Party as also mentioned in paragraph no. 13 of this Memorandum, Super Cassettes Industries Private Limited of the Second Party shall license to M/s Rajni Industries and M/s Gopal Soap Industries, the Trade mark "T-Series" for being used only in respect of the following products:-

- (i) "Detergent Cake & Powder" and
- (ii) "Dhoop Agarbatti" and Hawan Samagri

and not for any other product or business whatsoever. M/s Rajni Industries and M/s Gopal Soap Industries are currently owned and controlled, solely by the members of the First Party. The current ownership composition of M/s Rajni Industries and M/s Gopal Soap Industries is as follows:

S.No.	Name of Entity	Nature of Entity	Ownership Composition (in %)
I.	M/s Rajni Industries	Sole Proprietorship	100% (Rajni Dua)



2.	M/s Gopal Soap Industries	Partnership firm	(1) Rohan Dua 50% (2) Hrishik Dua 50%
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In the event, First Party is found to have used the "T-series" trademark for any product or purpose, other than the products and purpose as specified under this clause; the license to the First Party to use the "T-series", shall stand terminated forthwith. In such an event, the Second Party shall also be entitled to take such further appropriate steps or remedies in that respect, as may be available in law.

- x. It is agreed between the parties that the aforesaid goods as mentioned under clause (ix) above of the present Memorandum, which may be sold under the mark "T-series", would be manufactured by M/s Rajni Industries and/ or M/s Gopal Soap Industries only. Further, the First Party shall ensure that M/s Rajni Industries and M/s Gopal Soap Industries shall not sub-license the trademark "T-series" to any third party. It is hereby clarified that in the event of any change in the composition of ownership or control of M/s Gopal Soap Industries or M/s Rajni Industries, due to which the First Party no longer continues to remain the sole owner or in control of M/s Gopal Soap Industries or M/s Rajni Industries, as the case may be, then the First Party and M/s Rajni Industries and M/s Gopal Soap Industries shall no longer be entitled to exercise the license in respect of the "T-series" trademark, as described in clause (ix) above of the present Memorandum. In such an event, the license granted to M/s Rajni Industries and M/s Gopal Soap Industries to use the "T-series" trademark shall automatically stand terminated.
- xi. However, the above license shall not stand terminated in the event the only change in the ownership composition of M/s Rajni Industries and/ or M/s Gopal Soap Industries, as the case may be, is limited to transfer of ownership of the said entities in the hands of the legal heirs of Mr. Rohan Dua and Mr. Hrishik Dua of the First Party. The scope of clauses (ix) to (xi) of the present Memorandum is to grant M/s Rajni Industries and M/s Gopal Soap Industries alone, the license to use the trademark "T-series"



for specific goods (as stated under clause (ix) of the present Memorandum) which shall be manufactured by M/s Rajni Industries and M/s Gopal Soap Industries alone and to prohibit the First Party, legal heirs of Mr. Rohan Dua and Mr. Hrishik Dua, M/s Rajni Industries and M/s Gopal Soap Industries from creating any third party interest in the "T-series" trademark. The First Party undertakes to ensure that M/s Rajni Industries and M/s Gopal Soap Industries shall ensure that the packaging of the aforesaid products, which when sold under the "T-series" trademark shall (i) mention the name of Super Cassettes Industries Private Limited as the owner of the "T-series" trademark; (ii) mention the name of M/s Gopal Soap Industries or M/s Rajni Industries, as the case may be, as a licensed user of the "T-series" trademark; (iii) not contain the photograph of Late Mr. Gulshan Kumar or any member of the Second Party. The First Party further undertakes that they shall use the 'T-series' trademark in a manner that is not detrimental or prejudicial to the reputation and goodwill of the said trademark and/or the Second Party. The First Party acknowledges that the conditions stipulated under Clauses 17(ix) to 17(xi) of the present Memorandum, for grant of license to M/s Rajni Industries and M/s Gopal Soap Industries for using the trademark "T-series", would also be binding on the legal heirs of Mr. Rohan Dua and Mr. Hrishik Dua and their successors. The First Party and their legal heirs hereby indemnify and agree to indemnify the Second Party/its directors/officer(s) from and against all and/ or any claim by any person, company or authority, in respect of the products sold by the First Party under the T-series trademark. In the event any such claim in respect of any of the products sold by the First Party under the T-series trademark is instituted, the First Party shall be wholly and solely responsible for the same and no liability shall fall upon the Second Party under any circumstances. The First Party further undertakes to defend such claim(s) on its own and at its own cost. Further, the First Party shall notify the Second Party about such claim by way of a written communication, not later than one week from the date the First Party received knowledge about such claim. The First Party hereby further indemnifies the Second Party for any amount which may be incurred or suffered by the Second Party in defending any such claim made by any person, company or authority against the Second Party, in respect of the products sold by the First Party under the T-series trademark.



18. In so far as civil proceedings, as mentioned in paragraph 13 of the present Memorandum, are concerned, the parties shall file a joint Application under Order XXIII of the Code of Civil Procedure, 1908 or institute any other appropriate proceedings as may be so advised, to withdraw/ settle the said civil proceedings. In so far as criminal proceedings, as mentioned in paragraph 13 of the present Memorandum are concerned, the parties shall move petitions under Section 482 of the Code of Criminal Procedure, 1908 or institute any other appropriate proceedings as may be so advised, for quashing/ withdrawal of the said criminal proceedings.
19. The parties shall endeavor to file the necessary applications/petitions for the withdrawal/quashing of the civil and criminal disputes, as also mentioned in paragraph no. 13 of this Memorandum, before the appropriate courts simultaneously.
20. The present Memorandum recording the Family Settlement is final and binding on the parties and cannot be invalidated on any ground. Further both parties will cooperate fully to ensure expeditious execution of the terms contained in Paragraph 17. Further, any delay in execution of the terms in the said clause on account of any reason, unless solely attributable to and within the control of the Second Party, shall not entitle the First Party to renege from the terms of the Family Settlement as recorded in the present Memorandum or for not fulfilling its obligations as per the Family Settlement. In such a situation of delay, the Parties shall continue to make efforts to execute the terms as contained in Paragraph 17 and in any case fulfil all other terms of the Family Settlement as recorded in the present Memorandum. Further, in the event of any delay in the execution of the terms as contained in Paragraph 17 on account of any reason, if attributable to the First Party, the Second Party without prejudice to its right to get the terms of the present Memorandum specifically enforced, shall also have the right to cancel the terms of the Family Settlement as recorded in the present Memorandum. In such an event, the Second Party shall not be obligated to perform any of the obligations cast upon it under the present Memorandum. Additionally, if any party is in breach of the terms of the present



Memorandum, it may also be liable to face consequences under Section 11 and Section 12 of the Contempt of Courts Act, 1971.

21. That by way of this Family Settlement Deed the claims and grievances of both the parties stand settled fully and finally and that none of the parties have any further or other claim or demand of any nature whatsoever against the other. Both the parties undertake to fully co-operate in withdrawal/quashing of the pending cases as detailed in paragraph 13 of the present Memorandum recording the Family Settlement. The present Memorandum recording the Family Settlement supersedes all earlier agreement/arrangement entered into between the parties and both the First Party and the Second Party shall be bound by the present Memorandum.
22. That the present Memorandum recording the Family Settlement shall not be altered or changed at any subsequent stage without such amendment being in writing and signed by all Parties to this Memorandum.
23. That the parties have voluntarily signed the present Memorandum recording the Family Settlement of their own free will and without any coercion or undue influence.

In witness whereof parties to this Memorandum recording the Family Settlement have signed this settlement at New Delhi on the day, month and year first above mentioned.

5. The Plaintiffs and the Defendants have joined the proceedings through video-conferencing and they have been identified by the respective Counsels. It is stated that Plaintiff No.1 is also the authorized signatory of Plaintiff No.4. Plaintiff No.2a and 2b are authorized signatory for Plaintiff No.3.
6. The parties who have joined the proceedings through video-conferencing state that family settlement has been arrived at on their own



will, without any coercion or undue influence. Paragraph 5 & 8 of the family settlement captures the settlement of the distribution of the assets.

7. The settlement is legal and the suit can be disposed of on the basis of the settlement that that has been arrived at between the parties. The suit is disposed of in terms of the family settlement along with pending application(s), if any.

8. Let the suit be decreed in terms of the family settlement dated 20.01.2025.

9. The next date already fixed, i.e., 15.04.2025 stands cancelled.

SUBRAMONIUM PRASAD, J

FEBRUARY 4, 2025

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