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

+ **CS(OS) 71/2019**

SHRI SANTOSH KUMAR CHHABRA

.....Plaintiff

Through: Mr. Aseem Kumar Katoch Advocate
for LR's of P-1 & P-2
Ms. Madhavi Agrawal, Mr. Vaibhav
Niti, Advocates for P-3

versus

SHRI HARISH CHANDER CHHABRA & ORS.

.....Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **29.05.2026**

I.A. 32169/2025 & CS(OS) 71/2019 & I.A. 1634/2019, I.A. 1649/2023 ,

I.A. 11317/2023

1. I.A. 32169/2025 has been jointly filed by the parties under Order XXIII Rule 3 read with Section 151 of the CPC for disposing of the present Suit in terms of the Settlement Agreement dated 26.05.2026, entered into between the parties.

2. The instant Suit is one for partition and permanent injunction. During the pendency of the proceedings, the parties were referred to the Delhi High Court Mediation and Conciliation Centre to explore the possibility of an amicable settlement. It is stated that *vide* Settlement Agreement dated 26.05.2026, the parties have settled the disputes. A copy of the Settlement Agreement has been filed. The Settlement Agreement is reproduced in its



entirety, and the same reads as under:-

This Settlement Agreement is entered into on **26.05.2026**.

Mrs. Rama Rani Chhabra (LR No. 1 of Plaintiff), W/o Late Sh. Santosh Kumar Chhabra, currently residing at 35, West Avenue Road, Punjabi Bagh, New Delhi 110026, hereinafter referred to as the “Mother”,

Mr. Ankur Chhabra (LR No. 2 of Plaintiff), S/o Late Santosh Kumar Chhabra, currently residing at 35, West Avenue Road, Punjabi Bagh, New Delhi 110026,

Mr. Rajat Chhabra (LR No. 3 of Plaintiff), S/o Late Santosh Kumar Chhabra, currently residing at H-122, Ashok Vihar, Phase-1, Delhi-110026

Mrs. Geetika Khosla (LR No. 4 of Plaintiff), W/o Mr. Vivek Khosla, D/o Late Sh. Santosh Kumar Chhabra, R/o C-1/193 JANAK PURI, New Delhi-110058 (which expression shall, unless repugnant to the context or meaning thereof, include her legal heirs, successors, executors, administrators, and assigns)

Hereinafter collectively referred to as the (LRs. of Late Sh. Santosh Kumar Chhabra/First Party)





Mr. Harish Chander Chhabra, S/o Late Sh. Krishan Lal Chhabra, R/o 25/42, Punjabi Bagh West, New Delhi-110026, Hereinafter referred to as the Second Party).

(which expression shall, unless repugnant to the context or meaning thereof, include their legal heirs, successors, executors, administrators, and assigns)

WHEREAS a Suit for declarations, partition, rendition of accounts and permanent prohibitory injunction being C.S. (OS) No. 71 of 2019 titled as '*Santosh Kumar Chhabra vs. Harish Chander Chhabra & Ors.*' was filed by Mr. Santosh Kumar Chhabra before the Hon'ble Delhi High Court.

AND WHEREAS the above-mentioned Suit being C.S. (OS) No. 71 of 2019 is still pending adjudication before the Hon'ble Delhi High Court.

AND WHEREAS On 27.07.2024, Mr. Santosh Kumar Chhabra, the original plaintiff in the Suit passed away, intestate. Mr. Santosh Kumar Chhabra is survived by the following Class-I legal heirs:-

- a. Mrs. Rama Rani Chhabra (wife);
- b. Mrs. Geetika Khosla (daughter);
- c. Mr. Rajat Chhabra (elder son);
- d. Mr. Ankur Chhabra (younger son)



AND WHEREAS thereafter, Mrs. Geetika Khosla, daughter of the deceased Plaintiff filed an Affidavit dated 16.08.2024 in C.S. (OS) No. 71 of 2019. Vide the said Affidavit, Mrs. Geetika Khosla stated that she has no objection if her mother Mrs. Rama Rani Chhabra and her two brothers Mr. Rajat

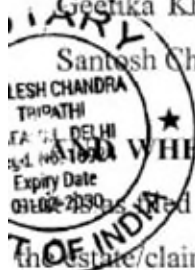


Chhabra and Mr. Ankur Chhabra are impleaded as legal representatives of the deceased Plaintiff and further in Para 4 of the said affidavit stated that she does not wish to claim anything in any of the movable or immovable properties left behind by her father, i.e. the deceased Plaintiff.

AND WHEREAS now the during the course of the present settlement proceedings at the instance of LR.s. No. 1 to 3 of Late Sh. Santosh Kumar Chhabra, Smt. Geetika Khosla (D/o Late Plaintiff), has been enjoined in the present settlement agreement in wake of inter-se settlement amongst the LR.s of Late Sh. Santosh Kumar Chhabra plaintiff arising with respect to assets/properties being agreed to be shared divided in terms of I.A. No. 32169/2025 under order 23 Rule 3 of CPC pending disposal before the Hon'ble Court besides estate (both movable or immovable) independently left behind by Late Sh. Santosh Kumar Chhabra who has deceased on 24.07.2024 more particularly as LR No.s 1, 2 & 3, now Plaintiffs to the present Suit have voluntarily discussed and agreed to share certain parts of estate/proceeds of estate, left behind independently by Late Sh. Santosh Kumar Chhabra which have been made to be a part of the present settlement to bring all family issues to a quietus once and for all.

AND WHEREAS an application being I.A. No. 37271 of 2024 for bringing the aforesaid legal heirs of Mr. Santosh Kumar Chhabra on record was allowed by the Ld. Joint Registrar on 23.08.2024 in terms of which Mrs.

Geetika Khosla, W/o Vivek Khosla was not arraigned as LR of Late Sh. Santosh Chhabra.



AND WHEREAS as per latest position the memo of parties to the present Suit was filed on 10.10.2025 wherein the above said LR Nos. 1, 2 & 3 represent the estate/claims of Late Sh. Santosh Kumar Chhabra and the sole Defendant on

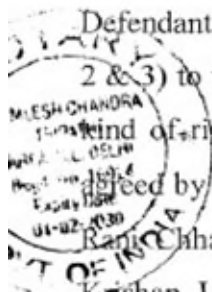


record is Sh. Harish Chander Chhabra. Copy of amended memo of parties as per Court record is annexed as **ANNEXURE-1**.

AND WHEREAS subsequently, an application under Order 23 Rule 3 read with Section 151 of Code of Civil Procedure, 1908 being I.A. No. 32169 of 2025 was filed jointly by Mr. Harish Chander Chhabra and two legal heirs of the Plaintiff i.e. Mrs. Rama Rani Chhabra and Mr. Ankur Chhabra was filed and taken up for hearing before the Hon'ble Court in CS (OS) No. 71/2019.

The parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences on the following terms and conditions:

1. Mr. Rajat Chhabra, elder son of the deceased Plaintiff, has expressly agreed and consented to acknowledge, admit and adhere to the terms, contents and averments made in I.A. No. 32169 of 2025 filed under Order 23 Rule 3 read with Section 151 of Code of Civil Procedure, 1908 filed before the Hon'ble Delhi High Court and which is yet pending approval.
2. That Plaintiffs being LR No.s 1, 2 & 3 being parties to this settlement agree and acknowledge that property bearing no. 25/42, West Punjabi Bagh, New Delhi is the exclusive property of Shri Harish Chander Chhabra - the Defendant, pursuant to this settlement agreement. The Plaintiffs (LR No.s 1, 2 & 3) to this application agree and acknowledge that they do not have any kind of right, title and/ or interest in this aforesaid Property. It is further agreed by all the parties that the gift deed already executed by Smt. Krishna Rani Chhabra (now deceased, mother of the Defendant/wife of Late Sh. Krishan Lal Chhabra) in favour of her son Defendant i.e. Shri Harish





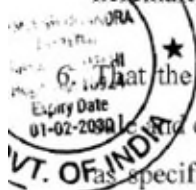
Chander Chhabra is a valid and legal document vesting him with absolute rights in the said property and the said title of Shri Harish Chander Chhabra shall not be a subject of challenge at any time in future by any of the parties OR THEIR ALL RESPECTIVE LEGAL HEIRS to this Settlement.

Rama Chhabra [Signature] [Signature] [Signature] [Signature]

3. In furtherance thereof, Mr. Rajat Chhabra is also executing an affidavit categorically endorsing, admitting, supporting the contents and averments made in I.A. No. 32169 of 2025. A copy of the Affidavit in support of the said pending IA executed by Mr. Rajat Chhabra is annexed herewith as ANNEXURE-2.

4. However, a complete and whole settlement of all inter-se issues amongst the legal representatives of the deceased Plaintiff are also being arrived at alongside agreement on principal disputes having being agreed to the settled in terms as already set out in I.A. No. 32169 of 2025 amongst the parties to the present suit. Therefore LR No. 4, Ms. Geetika Khosla has been enjoined in the present settlement at the instance of LRs of Plaintiff.

5. That after the demise of the original Plaintiff in the Suit i.e. Mr. Santosh Kumar Chhabra, the Parties collectively or severally are the legal owner and/or custodian of various movable and immovable assets, including ancestral, self-acquired, or jointly held properties and financial interests, hereinafter referred to as the "Family Properties and Assets".



6. That the Parties hereto desire to formalize an understanding regarding the distribution of proceeds from such Family Properties and Assets and as specifically mentioned in Schedule A and B appended hereto, in a fair and transparent manner.



7. The Parties accept that the present Settlement Agreement is in furtherance and consonance with the understanding recorded in Application under Order 23 Rule 3 CPC being I.A. No. 32169 of 2025 in CS(OS) 71 of 2019 jointly filed by Mr. Harish Chander Chhabra, Mrs. Rama Rani Chhabra and Mr. Ankur Chhabra.
8. The Parties hereto further agree that they will facilitate and co-operate in sale of all immovable assets mentioned in I.A. No. 32169 of 2025 in CS(OS) 71 of 2019 except the immovable property bearing no. 25/42, West Punjabi Bagh, New Delhi, which is agreed and accepted to be absolute estate of the Defendant/Sh. Harish Chander Chhabra, pursuant to this settlement agreement.
9. The Parties to the present Settlement Agreement expressly agree that within ~~45~~ days from the date of approval of the present Settlement Agreement by the Hon'ble Delhi High Court and disposal of the Suit being CS(OS) 71 of 2019, all legal heirs of the deceased Plaintiff and Defendant will execute the necessary relinquishment deeds, no-objections or any other document required for dealing with the properties as per this Settlement Agreement.
10. Mrs. Rama Rani Chhabra/LR No.1 shall be at liberty and free to give /sell/transfer/ bequeath her personal moveable & immoveable assets (existing in her name which have not been dealt with or referred to in the present Settlement) are acknowledged to be her absolute estate by all the Parties to the present Settlement.

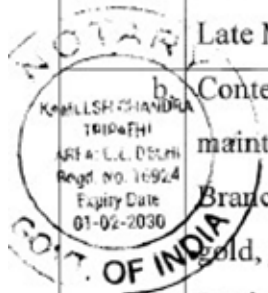


SCHEDULE A:

Division of Movable Assets of the estate of Late Mr. Santosh Kumar Chhabra will be as follows:-

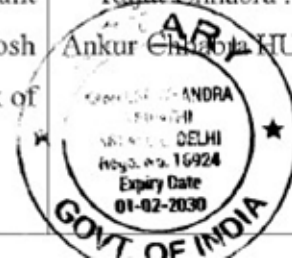
The following properties devolve (in 50% share) upon Plaintiffs (being LR No.s 1, 2 & 3) of Late Mr. Santosh Kumar Chhabra in terms of the settlement arrived in I.A. No. 32169 of 2025 in CS(OS) 71 of 2019

S. No.	Asset	Final Division
a.	Cash from Fixed Deposits, Investments, Saving accounts, LIC Policies, PPF account and other such investments devolved upon Mr. Santosh Chhabra from Late Mr. Krishan Lal Chhabra and Late Mrs. Krishna Rani Chhabra (parents of Late Mr. Santosh Kumar Chhabra)	Rama Rani Chhabra : 20% Rajat Chhabra : 40% Ankur Chhabra : 40% (to be divided in the aforesaid ratio out of the 50% share being received vide I.A. No. 32169 of 2025)
b.	Contents of Locker No. 274 maintained at HDFC Bank, Vikaspuri Branch, New Delhi including the gold, jewellery etc. (i.e. Mrs. Krishna Rani Chhabra's locker)	Rama Rani Chhabra : 33.3% Rajat Chhabra : 33.3% Ankur Chhabra : 33.3%





The following moveable assets form a part of Late Mr. Santosh Kumar Chhabra's personal estate (they are not part of proceedings in CS(OS) No. 71 of 2019)		
c.	Amount lying in bank account no. 10591672087 maintained at State bank of India.	Rama Rani Chhabra : 25% Geetika Khosla: 25% Rajat Chhabra : 25% Ankur Chhabra : 25%
d.	Amount lying in PPF Account No. 10591727276 maintained at State bank of India, Punjabi bagh, New Delhi.	Rama Rani Chhabra : 25% Geetika Khosla: 25% Rajat Chhabra : 25% Ankur Chhabra : 25%
e.	Amount in FDR No. 32517099507 maintained at State bank of India, Punjabi bagh, New Delhi.	Rama Rani Chhabra : 25% Geetika Khosla: 25% Rajat Chhabra : 25% Ankur Chhabra : 25%
f.	Chhabra Santosh Sons HUF- FDR- 3734893900 maintained at State bank of India, Punjabi bagh , New Delhi	Rajat Chhabra : 50% Ankur Chhabra HUF : 50%
g.	Amount lying in current account 10591638251 of Chhabra Santosh Sons HUF maintained at State bank of India, Punjabi bagh, New Delhi	Rajat Chhabra : 50% Ankur Chhabra HUF : 50%





h.	Chhabra Santosh Sons HUF, GOLD received under “Gold deposit scheme 1999 “ .	Geetika Khosla : 33.3% Rajat Chhabra : 33.3% Ankur Chhabra : 33.3%
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SCHEDULE B :

Division of Immovable Assets of the estate of Late Mr. Santosh Kumar Chhabra will be as follows:-

S. No.	Asset	Final Division
The following properties devolve (in 50% share) upon Plaintiffs (being LR No.s 1, 2 & 3) of Late Mr. Santosh Kumar Chhabra in terms of the settlement arrived in I.A. No. 32169 of 2025 in CS(OS) 71 of 2019		
1.	11, Transport Centre, Rohtak Road, New Delhi	Ankur Chhabra HUF: 100%
2.	Laxmaya Industries Property at Plot No. 89, Pocket-B, Sector 3, Bawana, Delhi	Ankur Chhabra : 100%
3.	Laxmaya Industries Property admeasuring 1250 Sq. Yards at Plot No. A-19, Khasra No. 61/5 & 55/25, Saini Mohalla, Nangloi, Delhi	Rajat Chhabra : 50% Ankur Chhabra : 50%
4.	Khasra No. 1226 & 1227, Tikri Kalan, Tikri Village, Delhi	Rajat Chhabra : 50% Ankur Chhabra : 50%
	Khasra No. 1229, Tikri Kalan, Tikri Village, Delhi	





5.	Agriculture land admeasuring 1000 Sq. Yards, out of Khasra No. 73/10, 74/11 situated in the revenue estate of Village Nangloi Jat, Delhi	Ankur Chhabra : 100%
6.	Shares of Late Mr. Santosh Kumar Chhabra in Company Hero Paints Pvt. Ltd.	Rajat Chhabra : 50% Ankur Chhabra : 50%
7.	Shares of Chhabra Santosh sons HUF in Company Hero Paints Pvt. Ltd.	Rajat Chhabra : 50% Ankur Chhabra HUF : 50%
8.	Shop no 288 , Fatehpurichowk, Delhi-110006	Rajat Chhabra : 50% Ankur Chhabra : 50%
The following properties form a part of Late Mr. Santosh Kumar Chhabra's personal estate (they are not part of proceedings in CS(OS) No. 71 of 2019)		
	Unitech Business Zone [Unit no 1211 Block-C on 12 th floor with 1 car parking space in Upper or lower basement.	Rajat Chhabra : 50% Ankur Chhabra : 50%





10.	Tikri Plot admeasuring 250 Sq. Yards	Rajat Chhabra : 50% Ankur Chhabra : 50%
11.	Half Basement and Half Ground Floor of 35, West Avenue Road, Punjabi Bagh, New Delhi 110026	Ankur Chhabra: 25%
12.	H-122, Ashok Vihar, Phase-I, Delhi- 110052	Rajat Chhabra: 50%
13.	Office space unit no. 0401, Tower-A ,admeasuring 673.5 Sq. Feet super area at Signature Tower-II, Sector15, Gurugram	Rajat Chhabra : 50% Ankur Chhabra : 50%
14.	1000 sq. yards Plot at Bahadurgarh, Haryana (Next to petrol pump on Delhi-Rohtak Road)	Rajat Chhabra : 50% Ankur Chhabra : 50%

Note A: The Parties expressly agree that, post the approval of the present Settlement Agreement by the Hon'ble Delhi High Court and upon disposal of the Suit being C.S.(OS) No. 71 of 2019, the following additional terms will be



adhered to:-

*The Unitech Business Zone (Point No. 9) and Signature Tower (Point No.12) properties will be sold as soon as possible, by the relevant/respective Parties;

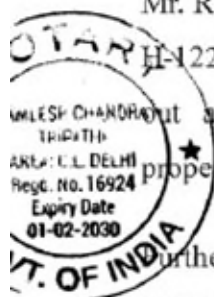


- ii. That Mrs. Rama Rani Chhabra/LR No.1 of Plaintiff has specifically agreed to immediately convey 25% out of 75% shareholding vide relinquishment deeds / gift deeds in favour of LR No.3/Sh. Rajat Chhabra in Property H-122 Ashok Vihar, Phase-I Delhi-110052, in furtherance of her wishes and that of her Late husband, Late Sh. Santosh Kr. Chhabra-that the said respective immovable property should ultimately be conveyed/transferred to Mr. Rajat Chhabra, for the betterment and well-being of his children.

Also, the remaining share 50% of Mrs. Rama Rani Chhabra , in the property H-122 Ashok Vihar, Phase-I , Delhi-110052 will ultimately exclusively go LR No. 3 Mr. Rajat Chhabra only after the demise of Mrs. Rama Rani Chhabra, restricting both Mr. Ankur Chhabra and Mrs. Geetika Khosla along with their respective Legal heirs from raising any future claim / rights / litigation in the said property.

Neither Mrs. Rama Rani Chhabra nor Mr. Rajat Chhabra will sell, transfer, alienate or otherwise deal with the property- H-122 Ashok Vihar, Phase-I, Delhi-110052, during the lifetime of Mrs. Rama Rani Chhabra.

All the Parties to the present Settlement Agreement further agree that Mr. Rajat Chhabra will remain in exclusive possession of the property H-122 Ashok Vihar, Phase-I , Delhi-110052 and will be free to carry out any renovations, modification and construction in the said property, as per his wishes and at his own costs and expenses.



Further, it is expressly agreed that the electricity, water, gas connections of the property H-122 Ashok Vihar, Phase-I, Delhi-



110052 will be transferred in name of Mr. Rajat Chhabra and Mrs. Rama Rani Chhabra will fully cooperate in the same.

- iii. That Mrs. Rama Rani Chhabra/LR No.1 (being Plaintiff) has specifically agreed that her 75% share in the parts of immovable property being Half Basement & Half ground floor of 35, West Avenue Road, Punjabi Bagh, New Delhi 110026 will ultimately exclusively go LR No. 2 Mr. Ankur Chhabra only after the demise of Mrs. Rama Rani Chhabra, restricting both Mr. Rajat Chhabra and Mrs. Geetika Khosla along with their respective Legal heirs from raising any future claim / rights / litigation in the said property.
- iv. Mr. Rajat Chhabra will transfer/convey his 25% share in the property, Half Basement & Half ground floor of 35, West Avenue Road, Punjabi Bagh, New Delhi 110026 in favour of Mr. Ankur Chhabra, vide relinquishment/gift deed, simultaneously with Mrs. Rama Rani Chhabra executing the relinquishment as envisaged under Clause (ii) above in favour of Mr. Rajat Chhabra;

11. The present amicable settlement is arrived at between the parties voluntarily, without any pressure, force, undue influence, duress or coercion from any source whatsoever.

12. The parties to this settlement shall be bound by its terms & conditions and neither they nor their Legal heirs in future shall initiate any litigation regarding the moveable or immovable assets as described in this application.

13. That the Parties agree that all their disputes and differences have been amicably settled in terms of the present Settlement Agreement.



14. The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future either themselves or through any other Person

15. The Parties agree that they shall appear before the appropriate Court during hearing to record their statements in terms of the present Settlement Agreement.

16. That the contents of the present settlement agreement have been read over to all the parties in their vernacular language by their counsels and they have understood and agreed to the same.

3. This Court has perused the Settlement Agreement and is of the opinion that the same is lawful in nature and is capable of being accepted under Order XXIII Rule 3 of the CPC.

4. The Settlement Agreement is taken on record.

5. The instant Application has been signed by all the parties and is accompanied by their respective affidavits.

6. The parties are present in Court today. They have been identified by their respective Counsels. The parties state that they have read and understood the contents of the Settlement Agreement and that the Settlement Agreement has been entered into without any coercion or under influence.

7. The Parties are bound by the terms contained in the Settlement Agreement. The parties are directed to abide by the Settlement Agreement and not raise any further disputes in implementing the Settlement Agreement.

8. It is made clear that any violation of the Settlement Agreement would



be construed as a violation of an undertaking given to the Court.

9. The present Suit is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 26.05.2026, along with pending application(s), if any.

10. Since the suit has been settled between the parties, the Plaintiffs are entitled to a refund of the entire court fee in terms of Section 16 of the Court Fees Act. The Registry is directed to refund the entire court fees to the Plaintiffs.

11. The Application is disposed of in the aforesaid terms.

SUBRAMONIUM PRASAD, J

MAY 29, 2026

Rahul