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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 22/2021**

DR RAMESH CHANDER MUNJAL & ORS.Plaintiffs
Through: Mr. Sandeep Bajaj, Ms. Aakanksha
Nehra, Mr. Abul Hasan R. And Ms.
Himangi Arora, Advocates.

versus

DR SURAJ MUNJAL & ORS.Defendants
Through: Mr. Anshuman Upadhyay, Advocate
for D-1 to D-6.
Mr. Shreyas Mehrotra and Mr. Manish
Kr. Mishra, Advocates for D-7.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
% **26.05.2026**

I.A. 14807/2026 (U/o XXIII Rule 1)

1. This is an application filed by the plaintiffs under Order XXIII Rule 1 read with Section 151 of the Code of Civil Procedure, 1908, which is also supported by the affidavits of all the defendants.
2. Learned counsel for the parties state that the *inter se* disputes have been settled amicably. The terms of settlement have been reduced into writing *vide* the Family Settlement Deed dated 19.02.2026. The terms of settlement are specifically mentioned in sub para (a) to para (z). The said terms of settlement are extracted hereunder:

“(a) The First Party shall make payment of a sum of Rs. 350,00000/- (Rupees Three crore fifty lakh only) to the Second Party as gift/family settlement amount in terms of the present Family Settlement Deed. It is agreed between the parties that the First Party shall make gift amount/family settlement amount to the Second Party in the following manner:



i. 25% of the agreed amount at the time of execution/signing of the present agreement by way of Demand Draft/RTGS.

ii. 25% of the agreed amount within a period of 30 days from the date of execution/signing of the present agreement.

iii. 50% of the agreed amount on or before 15.04.2026.

(b) The First Party shall transfer his entire share of the immoveable agricultural land situated at village Bhambhoor, Sirsa, Haryana in favour of the Second Party.

(c) The First Party shall transfer his entire share in commercial property bearing No. A-222, admeasuring 1488 sq. ft., situated at Spazedge Tower, Sohna Road, Gurugram, Haryana in favour of the Second Party.

(d) It is agreed between the First Party and the Second Party that any other property, self-acquired, ancestral or transferred by parents in favour of the Second Party, situated in Sirsa, Haryana or anywhere else, in which the First Party may have a right/share by devolution, shall automatically stand transferred in favour of the Second Party by way of the present Agreement. It is further agreed between the parties that if and when such a property is discovered, the First Party shall promptly execute any and all documents necessary to give effect to transfer as stipulated in the present clause.

(e) It is agreed between the parties that the Second Party shall transfer his entire share in property bearing No:E-82 A, Basement, Greater Kailash-I, New Delhi-110048 in favour of the First Party.

(f) It is agreed between the parties that Adherence/Cutoff date shall mean 30.04.2026 and all conditions stipulated in clauses (a)-(e) shall be fulfilled by the said date.

(g) It is agreed between the parties that the Second Party, Third Party and Confirming Party 2 shall transfer all their shareholding in M/s RC Healthcare Pvt. Ltd. in favour of the First Party, within a period of 45 days from the date of adherence/cut-off date. It is also agreed between the parties that all shares of any nature whatsoever inherited by the Second Party and Third Party, belonging to Late Mrs. Chand Munjal in M/s RC Healthcare Pvt. Ltd. shall also stand transferred to the First Party. It is also agreed between the parties that all liabilities of M/s RC Healthcare Pvt. Ltd., past, present as well as future shall solely be discharged by the First Party.

(h) It is agreed between the parties that the transfer of share by a blood relative in immoveable properties does not attract any stamp duty in Haryana and therefore the Second Party shall not be liable to pay any stamp duty on the transfers effected by the First Party in favour of the Second Party as stipulated in clauses (b), (c) & (d) of the present agreement. However, it is agreed



between the Parties that in the event any fees is payable to affect such transfer in the state of Haryana, the Second Party shall pay the same.

(i) It is agreed between the parties that the stamp duty payable for effecting transfer of share in immovable property by the Second Party in favour of the First Party as stipulated in clause (e) of the present agreement shall be solely borne by the First Party."

(j) It is agreed between the parties that after transfer of shareholding in M/s RC Healthcare Pvt. Ltd. by the Second Party, Third Party and the Confirming Party No. 2 in favour of the First Party, the First Party shall solely be responsible for carrying out the day-to-day affairs of M/s RC Healthcare Pvt. Ltd and shall also be the sole owner of the goodwill, assets and liabilities concerning M/s RC Healthcare Pvt. Ltd.

(k) It is agreed between the parties that the transfer of immovable properties as stipulated in clauses (b), (c), (d) of the present Agreement shall be carried out by the First Party in favour of the Second Party within a period of 7 days from the date of receipt of the final installment as detailed in clause a(iii).

(l) It is agreed between the parties that the transfer of immoveable properties as stipulated in clause (e) of the present agreement by the Second Party in favour of the First Party shall be carried out within 48 hours of completion of the covenants by the First Party as provided in clauses (b), (c), (d).

(m) It is agreed between the Parties that all cases pending between the Parties as mentioned in Schedule A appended to the present Agreement shall be withdrawn by the respective parties within 30 days of execution of the transfer deed by the Second Party in favour of the First Party in relation to the property bearing No. E-82 A, Greater Kailash-I, New Delhi-110048. It is agreed between the parties that the parties shall mandatorily cooperate with each other to facilitate such withdrawal and shall appear before the Court/Tribunal, if and when required for the said purpose. Both the parties are mandated to withdraw all cases without any exceptions.

(n) It is agreed between the parties that the settlement between the parties shall come into effect/deemed to be adhered only after payment of all the sums of money as stipulated in clause (a) and transfer of immoveable properties as stipulated in clauses (b), (c), (d) & (e). The withdrawal of any and all cases as mentioned in schedule A shall commence only after thereafter.

(o) It is agreed between the parties that in the event either of the parties violates any terms of the present agreement in any manner whatsoever, the present agreement shall automatically stand terminated and shall be deemed to be null and void on the date of default, and all payments made by the First Party to the Second Party prior to the date of default shall stand forfeited. However, it is agreed between the parties that in the event the First Party fulfills all its obligations as stipulated in the present agreement, the Second



Party shall mandatorily fulfill its obligations as stipulated in the present agreement.

(p) It is agreed between the parties that the present agreement shall be valid and binding only if all the covenants mentioned herein are fulfilled by the parties. Further, it is expressly agreed between the parties that this agreement shall not be relied upon or submitted by either of the parties before any Court/Tribunal/Police Authority till the time all the covenants mentioned herein are fulfilled/adhered. It is expressly agreed between the parties that the settlement envisaged in the present agreement shall not come into effect till fulfilment of all terms and conditions stipulated herein.

(q) It is agreed between the parties that all cases pending adjudication between the parties as detailed in schedule A shall proceed till the completion of all covenants in the present agreement and neither of the party shall seek a stay of any proceedings on the ground that the present agreement has been adhered till the time all the covenants are fulfilled.

(r) It is agreed between the parties that time is of the utmost essence in the present agreement and any deviation from the stipulated timelines shall only be subject to the parties agreeing to the same in Writing. It is unequivocally agreed It is agreed between the parties that the First Party and Second Party shall independently get published, in two newspapers printed in both English/vernacular and having wide circulation in the states of Haryana and Delhi, a declaration to the effect that the present Family Settlement Deed dated 16th Feb 2026 has been entered into between the parties. It is also agreed between the parties that they shall separately bear the costs for the respective individual publications. It is agreed between the parties that the said publication is mandatory and is to be carried out within 7 days from the date of adherence to clause (e).

(s) It is unequivocally agreed between the parties that subject to fulfillment of all the terms and conditions stipulated in the present agreement, the parties shall be left with no claims of any nature whatsoever against each other and the parties undertake not to file any claims against each other either directly or through third parties in relation to matters concluded by way of the present agreement or in relation to any other matters which may arise concerning the properties mentioned in the present Agreement and any other property belonging to the parties. It is agreed between the parties that this clause shall equally apply to any claims pertaining to the HUF as well as any future claims made by the grandchildren of the Third Party to the property of their grandparents.

(t) The Parties shall implement the present Agreement in its letter and spirit and are bound by the terms and conditions of this Agreement.

(u) It is agreed between the parties that neither of the parties shall challenge before any authority/court/tribunal, either the validity or the termination of the



present agreement as the clauses of the present agreement are clear and self-explanatory. However, in the event any party does raise any dispute despite inclusion of the aforesaid covenant, any and all such actions shall be subject to the exclusive jurisdiction of Courts in Gurugram DELHI / Gurugram alone.

(w) Any modification or amendments to this Agreement shall be agreed in writing by both Parties.

(x) The parties have executed the present agreement out of their own free will and volition and not under any undue influence or pressure of any nature whatsoever.

(y) It is agreed between the parties that after fulfillment of all the terms and conditions set out in the present Family Settlement Deed, the parties shall have no right of any nature whatsoever in the businesses of each other including but not limited to Intellectual Property rights in the said businesses of each other.

(z) It is reiterated at the cost of repetition that the parties have expressly agreed that the settlement envisaged in the present agreement shall not come into effect till fulfilment of all terms and conditions stipulated herein and any violation of any of the covenants mentioned in the present agreement shall lead to automatic termination of the present agreement. The final cut off date/date of adherence for all clauses in the present agreement is 30.04.2026 and the present agreement shall be deemed to be terminated if any of the terms are not complied with/adhered till the cut-off date/date of adherence. The adherence declaration attached herewith on page 12, shall be mandatorily signed by all parties, immediately upon fulfillment of all terms and conditions within the cutoff date.”

3. Learned counsel for the parties bring attention of this Court to para (q) of the terms of settlement, whereby the parties have agreed that all the cases pending adjudication between the parties, as detailed in Schedule-A appended to the Settlement Agreement, shall proceed to the completion of all covenants in the present agreement and neither of the parties shall seek a stay of any proceeding on the ground that the present agreement has been adhered till the time all the covenants are fulfilled.

4. The parties are *ad idem* on the list of cases appended to the present Settlement Agreement and they have, in acknowledgement thereof, appended their signatures to the said document.



5. The Settlement Agreement alongwith all its annexures/documents appended thereto, are taken on record.
6. In terms thereof, the plaintiffs are permitted to withdraw the aforesaid captioned suit in terms of Settlement Agreement dated 16.02.2026 under Order XXIII Rule 1 of the CPC.
7. The suit is disposed of in the above terms.
8. The next date of hearing i.e. 06.08.2026, stands cancelled.

TUSHAR RAO GEDELA, J

MAY 26, 2026

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