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

+ **CS(OS) 183/2026 & I.A. 5457/2026**

RAJEEV MALHOTRA

.....Plaintiff

Through: Mr. Pankaj Talwar, Advocate

versus

ROHIT MALHOTRA & ANR.

.....Defendants

Through: Mr. Abhinav Sugandh, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **16.04.2026**

**THIS MATTER HAS BEEN HEARD THROUGH VIDEO-
CONFERENCING**

1. The instant Suit is one for partition.
2. It is stated that during the pendency of the present Suit, the Parties were referred to the Delhi High Court Mediation and Conciliation Centre for exploring the possibility of an amicable settlement. The parties have entered into the Settlement Agreement dated 19.03.2026, which is being reproduced as under:



**Delhi High Court Mediation and Conciliation Centre
Delhi High Court, Sher Shah Road, New Delhi**

Date: 19.03.2026

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 19.03.2026

BETWEEN

RAJEEV MALHOTRA, SON OF LATE SH. RAVINDRA MALHOTRA RESIDENT OF 7360 PREM NAGAR, NEAR SHAKTI NAGAR, DELHI-110007, PH NO. 9811086656 (HEREINAFTER REFERRED TO AS THE FIRST PARTY).

AND

ROHIT MALHOTRA, SON OF LATE SH. SANJEEV MALHOTRA RESIDENT OF 7360 PREM NAGAR, NEAR SHAKTI NAGAR, DELHI-110007, (HEREINAFTER REFERRED TO AS THE SECOND PARTY)

AND

ROHAN MALHOTRA, SON OF LATE SH. SANJEEV MALHOTRA RESIDENT OF 7360 PREM NAGAR, NEAR SHAKTI NAGAR, DELHI 110007, (HEREINAFTER REFERRED TO AS THE THIRD PARTY)



The expression of the terms the 'FIRST PARTY' and the 'SECOND AND THIRD PARTY' wherever they occur in the body of this Agreement, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probate(s), nominees and assignee(s).

WHEREAS the immovable property bearing Built-Up Property No. 10 and 11 in Block No. 22, land measuring 127 Sq. Yards and 166 Sq. Yards respectively, total measuring 293 Sq. Yards, situated at Shakti Nagar, Prem Nagar, Delhi-110007, along with the freehold rights of the land underneath the said property (hereinafter referred to as the "Suit Property") is the subject matter of the present Settlement Deed.

AND WHEREAS the said suit property is an old built-up structure comprising Ground Floor, First Floor and Second Floor along with roof/terrace rights, and the same is legally capable of being partitioned by metes and bounds.

AND WHEREAS the First Party is the co-owner of 146.50 Sq. Yards (50% share) out of the total land measuring 293 Sq. Yards, by virtue of a Registered Relinquishment Deed bearing Document No. 2612, Book No. I, Volume No. 9651, pages 129 to 136 dated 09.03.2023, duly executed before the office of the Sub-Registrar, Delhi, in favour of the First Party by the erstwhile co-owners namely



Smt. Savita Mehta, Smt. Anita Arora, Smt. Vandana Malhotra and Smt. Latika Malhotra.

AND WHEREAS the Second Party and Third Party are also co-owners of the suit property and each hold 73.25 Sq. Yards, equivalent to 25% share each, out of the total land measuring 293 Sq. Yards, by virtue of the aforesaid Registered Relinquishment Deed dated 09.03.2023.

AND WHEREAS the First Party holds an undisputed, marketable and indefeasible title over 146.50 Sq. Yards (50% undivided share) of the suit property, free from all encumbrances and adverse claims, and is competent to deal with the same in accordance with law, and the original relinquishment deed along with the original chain documents of the suit property are presently in the possession of the First Party.

AND WHEREAS the suit property was originally acquired by Late Sh. Ram Lal Malhotra, who was the sole and absolute owner of the suit property by virtue of a Registered Sale Deed executed in his favour in the year 1957 and registered before the office of the Sub-Registrar, Delhi.

AND WHEREAS Late Sh. Ram Lal Malhotra expired on 30.12.1973 and his wife Late Smt. Sushila Devi expired on 12.05.1973, leaving behind two sons namely:



1. Sh. Ravindra Malhotra
2. Sh. Subhash Malhotra

as their only legal heirs.

AND WHEREAS a dispute arose regarding the said property between the said legal heirs and Sh. R.P. Sharma, son of Late Pt. Ram Chand Sharma, resident of H. No. 36, Srinagar Colony, Delhi-110052, who had earlier sold the property to Late Sh. Ram Lal Malhotra.

AND WHEREAS the said dispute was adjudicated in Suit No. 1098/1980 titled "Sh. Ravindra Malhotra &Anr. Vs. Sh. R.P. Sharma" before the Court of Smt. K. Subharwal, First Class Sub-Judge, Delhi, and the same was finally settled on 12.01.1981 upon payment of Rs. 28,000/- (Rupees Twenty Eight Thousand Only) by Sh. Ravindra Malhotra to Sh. R.P. Sharma, pursuant to which the dispute stood finally resolved.

AND WHEREAS thereafter Sh. Ravindra Malhotra and Sh. Subhash Rai Malhotra became joint owners of the suit property, and subsequently Sh. Subhash Rai Malhotra relinquished his undivided 1/2 share in the property in favour of his real brother Sh. Ravindra Malhotra vide Agreement dated 24.11.1982, thereby making Sh. Ravindra Malhotra the sole owner of the suit property.



AND WHEREAS thereafter Sh. Ravindra Malhotra got his name mutated in the records of the House Tax Department and continued to pay house tax regularly, thereby establishing his ownership and possession over the suit property.

AND WHEREAS Sh. Ravindra Malhotra expired on 06.12.1995, leaving behind the following legal heirs:

1. Smt. Gulshan Malhotra – Widow
2. Sh. Sanjeev Malhotra – Son
3. Sh. Rajeev Malhotra – Son
4. Smt. Savita Mehta – Daughter
5. Smt. Anita Arora – Daughter
6. Smt. VandanaDua – Daughter

AND WHEREAS thereafter all the aforesaid legal heirs relinquished their respective shares in favour of Smt. Gulshan Malhotra, widow of Late Sh. Ravindra Malhotra.

AND WHEREAS by virtue of the said relinquishment, Late Smt. Gulshan Malhotra became the absolute owner of the suit property through a Registered Relinquishment Deed bearing Document No. 6933, Additional Book No.1, Volume No.2029, pages 105–108 registered on 12.10.2006 before Sub-Registrar-I, Delhi.



AND WHEREAS Smt. Gulshan Malhotra expired on 20.05.2017 leaving behind the following legal heirs:

1. Sh. Sanjeev Malhotra – Son
2. Sh. Rajeev Malhotra – Son
3. Smt. Savita Mehta – Daughter
4. Smt. Anita Arora – Daughter
5. Smt. VandanaDua – Daughter

AND WHEREAS subsequently Sh. Sanjeev Malhotra expired on 17.06.2021, leaving behind the following legal heirs:

1. Smt. Latika Malhotra – Wife
2. Sh. Rohan Malhotra – Son
3. Sh. Rohit Malhotra – Son

AND WHEREAS thereafter Smt. Vandana Malhotra, daughter of Late Sh. Ravindra Malhotra and resident of 4259 W 190th St, Torrance, California, USA, executed a Special Power of Attorney dated 04.01.2023 in favour of her sister Smt. Anita Arora, authorising her to act on her behalf in relation to the suit property.

AND WHEREAS subsequently, out of love and affection and without any monetary consideration, Smt. Savita Mehta, Smt. Anita Arora, Smt. Vandana



Malhotra and Smt. Latika Malhotra executed a Registered Relinquishment Deed dated 09.03.2023 in favour of the parties to the present settlement.

AND WHEREAS by virtue of the said relinquishment deed, the ownership of the suit property now stands in the following ratio:

- First Party: 50% share (146.50 Sq. Yards)
- Second Party: 25% share (73.25 Sq. Yards)
- Third Party: 25% share (73.25 Sq. Yards)

AND WHEREAS the said CS (OS) 183/2026 was referred to SAMADHAN (Delhi High Court Mediation and Conciliation Centre) vide order dated 26.02.2026 passed by Hon'ble High Court of Delhi.

AND WHEREAS the Parties agreed that Mr. Raghuvinder Verma, Advocate, would act as their Mediator in the matter of Mediation proceedings

AND WHEREAS mediation session was held with the parties and their respective counsels on 09.03.2026. Due to the proactive participation and guidance of the respective Counsels, the parties have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

The Parties have amicably resolved all the disputes on the following terms and conditions:-



1. That the Parties herein have mutually agreed and confirmed that the ownership of the Suit Property shall remain in the following proportion:
 - o First Party: 50% (Fifty Percent) undivided share in the Suit Property.
 - o Second Party: 25% (Twenty Five Percent) undivided share in the Suit Property.
 - o Third Party: 25% (Twenty Five Percent) undivided share in the Suit Property.

It is hereby clarified that the aforesaid shares are accepted, admitted and confirmed by all the Parties, and none of the Parties shall dispute the same at any point of time in future.

2. That it has been mutually agreed between the Parties that none of the Parties shall create any third party interest, charge, encumbrance, transfer, sale, mortgage, lease or otherwise deal with their respective share in the Suit Property without obtaining prior written consent of the other two Parties.
3. That the suit property presently in the possession of Ravinder Memorial Trust, since 1986, and is being used for running school the said trust is paying a monthly rent of Rs. 1,50,000/- to the parties to the present settlement agreement. It is has been mutually agreed that the said rent shall



be distributed equally where by Rs. 75,000/- shall be paid to the Plaintiff and Rs. 37,500/- shall be paid to defendant No.1 and Rs. 37,500/- shall be paid to Defendant No.2.

4. It is further submitted that last rent agreement dated 23.09.2025 has been duly executed between Ravindra Memorial Trust and the Parties to this settlement agreement for a period of 5 years.
5. That the Parties have further mutually agreed that although the Suit Property is capable of being partitioned by metes and bounds, no final physical partition is being carried out at present, in order to maintain family peace, harmony and cordial relations between the Parties.
6. That the Parties undertake and agree that they shall respect the terms of this Settlement Deed and shall not raise any dispute, objection or claim contrary to the terms recorded herein.
7. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future.
8. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.
9. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.
10. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.



11. That the contents of the present settlement agreement have been read over to both the parties in their vernacular language (Hindi) by the mediator and both the parties have understood and agreed to the same.

3. A perusal of the Settlement Agreement indicates that the Parties have mutually agreed that the Plaintiff is entitled to 50% share in the suit property and the Defendants are entitled to 25% share each.
4. Paragraph No.5 of the Settlement Agreement indicates that the Parties have mutually agreed that although the suit property is capable of being partitioned by metes and bounds, no final physical partition is being carried out at present, to maintain family peace, harmony and cordial relations.
5. Since the property has not yet been partitioned by metes and bounds, liberty is granted to the Plaintiff and the Defendants to take appropriate steps at a later stage of time for partition of the property by metes and bounds in terms of the Settlement Agreement.
6. Both parties are bound by the Settlement Agreement.
7. The Suit is decreed in the abovementioned terms.
8. Let the Decree Sheet be prepared accordingly.
9. The Suit is disposed of in terms of the Settlement Agreement dated 19.03.2026, along with pending application(s), if any.
10. List before the Joint Registrar on 14.05.2026 for further proceedings.

SUBRAMONIUM PRASAD, J

APRIL 16, 2026
Prateek