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

+ CS(OS) 286/2026

VANESA CARE PVT LTD.

....Plaintiff

Through: Mr. Ankur Mahindro, Mr. Rohan Taneja, Mr. Mohit Dagar, Mr. Creesha Shashtri, Advs.

versus

NEHA GUPTA AND ANR.

.....Defendants

Through: Mr. P.V. Kapur & Mr. Vivek Kohli, Senior Advs. with Ms. Nikita Maheshwari, Mr. Sidhant Kapur, Ms. Kaveri Kapur, Ms. Vasudha Chadha, Mr. Sunil Tyagi, Ms. Purna Kohli, Dr. S. Kapur, Advs. for D-1.
Mr. Deuna Soni, Mr. Ashish, Ms. Simran Bajaj & Ms. Yashi Bajpai, Advs for D-2.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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10.04.2026

I.A. 9819/2026

1. This is a joint application filed on behalf of the parties under Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure, 1908 (for short 'CPC') seeking decree in terms of the family settlement.
2. The family settlement dated 17.03.2026 is annexed with the application.
3. Civil suit no. 515/2024 was filed by the plaintiff before the Dwarka District Court seeking declaration that the memorandum of understanding and undertaking dated 04.10.2022 executed between the defendants is



invalid and nonest.

4. In pursuance to a petition filed by defendant no. 5 seeking transfer of the suit pending before the Dwarka Court, vide order dated 18.03.2026 the Section 24 of the CPC was allowed and the suit was renumbered in this court as CS(OS) 286/2024.

5. The prayer is that the suit be decreed in terms of the family settlement and plaintiff no. 1 be permitted to be deleted from the array of parties.

6. Learned counsel for the parties on instructions from the clients identified by the learned counsel are *ad idem* with regard to the family settlement and that the family settlement is bonafide and voluntary having been arrived at to resolve the disputes within the family. The settlement is taken on record. The terms are reproduced below:

“A. The Parties confirm that the oral settlement and arrangement arrived at and recorded herein constitutes a bona fide, full and final family settlement, arrived at voluntarily and with free consent, to give complete quietus to all past, present and future disputes, claims, differences, expectations and grievances of every nature whatsoever, relating to the estate of Late Shakun Gupta and assets / estate of Rajesh Gupta.

B. The Parties agree and acknowledge that the settlement arrived which is recorded herein is in the nature of a collective re-alignment of family interests, and is not a transfer, partition, allocation or distribution of any specific asset, estate or property, whether movable or immovable.

C. In furtherance of the concluded oral family settlement arrived at and as an owelty, Rajesh had agreed to pay Neha a lumpsum amount of **Rs.210 crores (Rupees Two Hundred and Ten crores only) ("Settlement Amount")**.



D. It is expressly clarified that the Settlement Amount has been agreed:

- i. without undertaking any valuation of family assets or business;
- ii. without linkage to, or attribution against, any specific property or interest; and
- iii. purely as a composite and adjustment to achieve final settlement of all family claims and disputes, without going through the process of division of any specific asset / property.

E. The Settlement Amount shall be paid in the manner and timelines agreed between the Parties, in terms of **Schedule B**.

F. Any delay in payment of the Settlement Amount or any tranche thereof shall carry interest as mutually agreed and recorded in **Schedule B**.

G. In the event that Rajesh is unable to personally perform any act or fulfil any obligation of the Family Settlement as recorded in this MoFS due to incapacity, demise, or for any other reason whatsoever, Saurabh hereby assures and guarantees Neha that he shall be fully responsible for the outstanding obligations and shall take all necessary steps to : (i) ensure the full and final payment of the Settlement Amount to Neha; and (ii) fulfil every outstanding obligation of Rajesh towards Neha as recorded in this MoFS; forthwith and in no case later than 7 business days from the day on which the default by Rajesh is notified to Saurabh by Neha. On payment, Saurabh shall have the right to recover the same from Rajesh and his assets and estate. This ensures that family peace, solidarity and harmony are restored and Neha's claims remain settled and extinguished as intended.

H. Upon receipt of the Second Tranche of the Settlement Amount in the manner agreed, all claims, rights, titles, interests of Neha in the estate of her mother and her *spes*



successionis rights in the estate of Rajesh shall stand fully and finally relinquished, settled and extinguished, irrespective of how any asset stands recorded or held.

I. Neha shall co-operate in executing such documents as may be required solely to give effect to the family settlement so as to reflect that she has no subsisting claim, without this MoFS operating as an instrument of transfer. Likewise, Rajesh and Saurabh shall cooperate in executing such documents as may be required solely to give effect to the family settlement.

J. The Parties hereby undertake to the Hon'ble High Court of Delhi that they shall abide by the terms of the Family Settlement as recorded in the present MoFS and any failure by any of the Parties to perform any of the actions as recorded in this MoFS or violation of any of the terms and conditions as recorded in this MoFS may invite consequences in accordance with law.”

7. The suit is decreed in terms of the family settlement dated 17.03.2026 and plaintiff no. 1 is deleted from the array of parties.
8. The demand draft of an amount of Rs.10,00,00,000/- is handed over to the plaintiffs. A copy of the same is taken on record.
9. The suits stands decreed in terms of the Settlement Deed. Let a decree-sheet be drawn up by the Registry accordingly.

AVNEESH JHINGAN, J

APRIL 10, 2026

‘JK’