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

+ **TEST.CAS. 24/2019**

MS. KAVERI SARUP

.....Petitioner

Through: Mr. Diggaj Pathak, Ms. Shweta Sharma, Ms. Trishita Bera & Ms. Vaibhavi Pathak, Advs. Along with the Petitioner – in person

versus

THE STATE GOVT. OF N.C.T. OF DELHI & ORS.....Respondents

Through: Mr. Diggaj Pathak Advocate, Ms. Shweta Sharma Adv, Ms. Trishita Bera Adv Ms Vaibhavi Pathak Adv for D-1.

Ms. Surabhi Sehgal, Ms. Neeharika Chauhan, Advs for R-2 & 3.

Mr. Nishant Das, Ms. Aatrayi Das, Ms. Jyoti Jha, Mr. Aditya Rana, Advocates for Respondent No. 4, Mr. Deepak Sarup.

Mr. Parijat Kishore and Ms Mudita Arora, Advs. for R-5

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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28.04.2026

I.A. 11836/2026

1. The present Application under Order XXIII Rule 3 read with Section



151 of the CPC has been jointly filed by the Petitioner and the Defendants No.2 to 5 for disposing of the present Petition in terms of the Settlement Agreement dated 24.02.2026, entered into between the parties before the Delhi High Court Mediation and Conciliation Centre.

2. The instant Petition has been filed by the Petitioner under Section 278 of the Indian Succession Act, 1925, seeking the grant of a Letter of Administration in respect of the estate of Late Mrs. Kalpana Sarup, who, according to the Petitioner, died intestate on 16.04.2015.

3. It is stated that a Suit being CS(OS) No.639/2018 was filed by the Respondent herein before this Court seeking partition, possession and permanent injunction of properties forming part of the estate of Late Mrs. Kalpana Sarup.

4. It is stated that 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 24.02.2026, the parties have settled the disputes. A copy of the Settlement Agreement has been handed over by the learned Counsel for the Petitioner during the course of the hearing. The same is taken on record. The Settlement Agreement is reproduced in its entirety, and the same reads as under:-



DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE, DELHI
HIGH COURT, SHER SHAH ROAD, NEW DELHI

DATE: 24.02.2025

SMD FILE No. 1995/2025
CS (OS) 639/2018

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 24.02.2026

Mr. Kunal Sarup, S/o Late Lt. Col. N.K. Sarup (Retd.) and Late Mrs. Kalpana Sarup, R/o E-24, Sector 39, Noida, District Gautam Budh Nagar, Uttar Pradesh – 201301, (Plaintiff in CS(OS) No. 639 of 2018 and Respondent No. 2 in Test. Case. No. 24 of 2019), herein after referred to as the “First Party” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, executors, administrators, legal representatives, nominees and assigns).

AND

Ms. Kaveri Sarup, D/o Late Lt. Col. N.K. Sarup (Retd.) and Late Mrs. Kalpana Sarup, R/o E-8/11, First Floor, Vasant Vihar, New Delhi – 110057, (Petitioner in Test. Case. No. 24 of 2019 and Defendant No.1 in CS (OS) No. 639 of 2018), hereinafter referred to as the “Second Party” (which expression shall, unless repugnant to the context or meaning thereof, mean and include her legal heirs, executors, administrators, legal representatives, nominees and assigns).

 Kaveri Sarup  Late Mrs. Kalpana Sarup 




SAMADHAN

AND

Ms. Alexandra Maldovan, Wife of Mr. Kunal Sarup, Resident of E-24, Sector-39, NOIDA, District Gautam Budh Nagar (U.P.) 201301 (Respondent No. 3 in Test. Case. No. 24 of 2019) hereinafter referred to as the "Third Party" (which expression shall, unless repugnant to the context or meaning thereof, mean and include her legal heirs, executors, administrators, legal representatives, nominees and assigns)

AND

Mr. Deepak Sarup, Son of Late Ram Sarup, Resident of E-8/11, Ground Floor, Vasant Vihar, New Delhi-110057, presently residing at D-303, Omaxe Royal Residency Apartments, Sector-44, Noida-201303 (Defendant No. 2 in CS(OS) No. 639 of 2018 and Respondent No. 4 in Test. Case. No. 24 of 2019) hereinafter referred to as the "Fourth Party" (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, executors, administrators, legal representatives, nominees and assigns).

AND

Mr. Rohin Nadir, Son of Shri R.K. Nadir, Resident of E-8/11, First Floor, Vasant Vihar, New Delhi-110057 (Respondent No. 5 in Test. Case. No. 24

[Handwritten signatures]
Kaveri Sarup, Anshu Sarup, Anurag Sarup, Anurag Sarup



of 2019) hereinafter referred to as the "Fifth Party" (which expression shall, unless repugnant to the context or meaning thereof, mean and include his legal heirs, executors, administrators, legal representatives, nominees and assigns).

All the parties are hereinafter collectively referred to as the "Parties".

WHEREAS:

- a. That the First party and the Second Party are Class I Legal Heirs of Late Lt. Col. N.K. Sarup (Retd.) and Late Mrs. Kalpana Sarup. Late Lt. Col. N.K. Sarup (Retd.) died intestate on 05.03.2002 leaving behind Late Smt. Kalpana Sarup, First party & Second Party as his Legal Heirs. Subsequently, Late Smt. Kalpana Sarup also died intestate on 16.04.2015, leaving behind the First party and the Second Party herein as her only Class-I legal heirs.
- b. That consequent to the demise of Late Smt. Kalpana Sarup, disputes arose between the First Party and Second Party regarding the division and management of the estate and properties left behind by Late Smt. Kalpana Sarup.
- c. That consequent to the said differences, the First Party filed a Suit for Partition, Possession and Permanent Injunction against the Second Party before the Hon'ble High Court of Delhi, being CS (OS) No.

Kaveri Sarup *Subram* *Naray* *Th...*



639 of 2018, titled '*Kunal Sarup v. Kaveri Sarup*', *inter alia*, seeking partition and separate possession of the following properties:

- i. First Floor of E-8/11, Vasant Vihar, New Delhi -110057 along with 50% of the front lawn, rear courtyard, independent driveway and proportionate (33% of 610 sq.yds.) undivided, indivisible and impartible ownership rights and share in the land underneath;
 - ii. One half i.e., 50% undivided share in Residential Apartment being Daffodil-17 (D-017), Ground Floor, Sector 32, Eldeco Residency Greens, Plot No.12, Pocket-B, Sector PI, Greater NOIDA, District Gautam Budh Nagar, Uttar Pradesh, -201308, having built up area admeasuring 1080 Sq.ft. and share of common facility 120 sq. ft. i.e. total Super Area measuring 1200 sq. ft. along with the proportionate undivided and impartible lease hold rights in the land underneath together with the proportionate rights to use the common covered area, including all easement rights attached thereto.
- d. That eventually the Fourth Party was also arrayed as Defendant No. 2 in the suit, though the primary dispute remained only between the First and the Second Party.
- e. That the Second Party, asserting her independent and co-equal rights in the estate of the deceased parents, instituted Test Case No. 24 of

Kaveri Sarup *Abhinav Sarup* *Thakur*
Sarup **TRUE COPY**



2019, titled '*Kaveri Sarup v. State (Govt. of NCT of Delhi) & Ors.*', under Section 278 of the Indian Succession Act, 1925, seeking Letters of Administration without 'Will', for administration of the estate of Late Mrs. Kalpana Sarup. The said petition also detailed the schedule of properties forming part of the estate, including the Vasant Vihar, Greater Noida, and Noida Sector 39 properties as reproduced below:

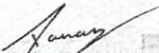
- i. Undivided share in the Plot admeasuring 610 sq. yards numbered as E-8/11, Vasant Vihar, New Delhi -110057.
- ii. Leasehold rights over immovable property bearing No.24, Block-E, Sector-39, NOIDA, District Gautam Budh Nagar, admeasuring 162 sq.mtrs.;
- iii. Sub lease hold rights in 50% undivided share in Residential Apartment being Daffodil-17 (D-017), Ground Floor, Sector 32, Eldeco Residency Greens, Plot No.12, Pocket-B, Sector Pl, Greater NOIDA, District Gautam Budh Nagar, Uttar Pradesh, - 201308, having built up area admeasuring 1080 Sq. ft.

In the aforesaid Test Case, the Third, Fourth & Fifth Party were also arrayed as Respondents but the primary dispute is between the First Party and the Second Party in relation to the estate of Late Ms. Kalpana Sarup.

Kaveri Sarup *Admission* *Accep* *[Signature]*



- f. The aforesaid suit, i.e., CS (OS) No. 639 of 2018 was referred to the Delhi High Court Mediation and Conciliation Centre for Mediation under the 'Mediation For the Nation' Campaign launched by the Hon'ble Supreme Court with the aim of settling pending cases in all Taluka districts, District and High Courts of India within 90 days, as per the Public Notice dated 07.07.2025 issued by the High Court Of Delhi: (Mediation And Conciliation Centre). Vide order dated 20.08.2025, the matter was referred for mediation and the matter was fixed before the Mediation Centre on 25.08.2025. Thereafter, the matters, CS (OS) No. 639 of 2018 and Test Case No. 24 of 2019 were listed before the Joint Registrar (Judicial), Delhi High Court, wherein all the parties expressed their willingness to proceed with mediation.
- g. The parties agreed that Ms. Kamna Vohra, Advocate shall act as the Mediator in the present mediation proceedings and all the Parties have given their consent for the same.
- h. That pursuant to the said reference, several joint mediation sessions were held before the Learned Mediator appointed by the Mediation Centre, High Court of Delhi. Parties, assisted by their respective learned Counsels, participated in the mediation proceedings in good faith with a sincere intent to amicably resolve all pending disputes.

 Kaveri Sanyal  Anurag 



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Kavari Saurup *ididra* *Nauw* *[Signature]*
[Signature]



- i. That after extensive discussions, exchanges, and deliberations, the Parties, while acknowledging their respective legal rights and equities, have voluntarily and mutually agreed to settle all their disputes and differences fully and finally, in the manner set forth hereunder.

The parties have arrived at a settlement, the terms and conditions of the same are agreed hereunder: -

1. The Parties agree that the three properties i.e., Vasant Vihar Property, Greater Noida Property and Noida Property, as detailed in the Schedule to this agreement (hereinafter, "Said Properties") shall:
- 1.1 Vest jointly in the First Party and the Second Party, each having an equal half undivided share therein.
- 1.2 The Said Properties shall not be transferred, alienated, encumbered, or otherwise disposed of except with the joint consent of the First Party and the Second Party, in the manner stated hereinafter.
- 1.3 The First Party and the Second Party agree to sell the Said Properties jointly.
- 1.4 The First Party and Second Party are entitled to equal share from the sale consideration received from the sale of the Said Properties. Upon

Kaveri Sarup *Delhi* *Samad* *Plus*
Samad
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lawful sale and transfer of the Said Properties, subject to payment by the First Party and Second Party of their respective applicable dues and outstanding amounts as set out in Clause 1.4 and Clause 1.7, and after deduction of applicable statutory dues, taxes, and transaction related expenses as set out in Clause 1.10, the sale consideration received shall be distributed equally between the First Party and the Second Party.

- 1.5 In respect of the Greater Noida property, the parties acknowledge that the outstanding loan amount as on date stands at INR 5,30,636/- (Rupees Five Lakhs Thirty Thousand Six Hundred Thirty Six Only) ("Said Loan Amount"). That the instalments for repayment of the Said Loan Amount are currently being serviced and honoured by the First Party and First Party shall continue to do so. The Second party agrees that she shall contribute/pay to the first party 50% of the afore mentioned amount of INR 5,30,636/- (Rupees Five Lakhs Thirty Thousand Six Hundred Thirty Six Only) i.e., an amount of Rs. 2,65,318 (Two Lakhs Sixty Five Thousand Three Hundred and Eighteen Only) upon the sale of the first property from the said Properties.
- 1.6 The First Party and Second Party agree to sell the Said Properties jointly by taking all necessary steps including but not limited to including identification of buyers, negotiation of terms, execution of

Kavita Sanyal *Aditya Sanyal* *True Copy*



sale documents, and receipt of sale consideration within a period of six (6) months from the date of execution of this Settlement Agreement. The said period may be extended with the mutual consent of the First Party and Second Party by another twelve (12) months, or as required.

- 1.7 The First Party shall be responsible for handing over, at the time of sale, vacant and peaceful possession of the Noida Property and Greater Noida Property to the agreed buyer. The Second Party shall be responsible for handing over vacant and peaceful possession of the Vasant Vihar Property to the agreed buyer.
- 1.8 The First Party shall be solely responsible for clearing and discharging all outstanding dues, charges, and taxes, arising including on account of applicable Resident Welfare Association charges, maintenance charges, and property taxes, in respect of the Noida Property and the Greater Noida Property, as on the date of execution of the Sale Deed in respect of the Noida Property and the Greater Noida Property. The Second Party shall be solely responsible for clearing and discharging all outstanding dues, charges, and taxes, arising including on account of applicable Resident Welfare Association charges, maintenance charges, and property taxes, in respect of the Vasant Vihar Property, as on the date of execution of the Sale Deed in respect of the Vasant Vihar Property.

Kavari Sarup Lalwani Anand

Anand

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- 1.9 The First Party shall allow and facilitate the inspection of the Noida Property and Greater Noida Property to prospective buyers. The Second Party shall allow and facilitate the inspection of the Vasant Vihar Property to prospective buyers.
- 1.10 The First Party and Second Party shall allow and facilitate the sale transaction including but not limited to production, execution, and signing of documents, obtaining certified copies, providing requisite documents and information relating to the Said Properties, appearing before relevant authorities, etc.
- 1.11 All costs related to the sale of the properties, including but not limited to brokerage charges, agency fees, documentation charges, stamp duty, registration charges and any ancillary expenses, shall be borne equally by both First Party and Second Party.
- 1.12 In the event of any breach or default by a third party relating to the implementation of this Settlement Agreement, the Parties shall extend all necessary cooperation to each other, for execution and filing of requisite complaints, suits, petitions, pleadings, applications, and appeals, to initiate appropriate proceedings before the competent court, tribunal, body or authority in accordance with applicable law, and towards appearing before such bodies. The costs incurred in

Sanjiv Kaveri Sarup *Subodh Nair* *[Signature]*
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connection therewith shall be borne equally by the First Party and the Second Party.

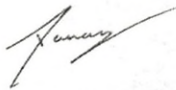
1.13 Both parties undertake to take all steps as may be necessary for the execution of a legally valid sale transaction in respect of the Said Properties.

Rights of the Fourth Party (Mr. Deepak Sarup)

2.1 That Mr. Deepak Sarup (Fourth Party) is the lawful owner and is in peaceful, physical, continuous and settled possession of the entire Ground Floor with exclusive usage of front lawn of the property bearing No. E-8/11, Vasant Vihar, New Delhi – 110057 admeasuring about 610 sq. yds.

2.2 It is hereby expressly agreed and acknowledged by the Parties that the Fourth Party shall hold absolute, exclusive and indefeasible ownership rights in the Ground Floor along with hundred percent (100%) ownership of the front lawn of the said Vasant Vihar property, together with the proportionate undivided, indivisible and impartible share in the land underneath.

2.3 It is hereby expressly agreed, declared and confirmed by all the Parties that the use, possession and enjoyment of the front lawn, rear courtyard and independent driveway of property bearing No. E-8/11, Vasant Vihar, New Delhi – 110057 shall be governed as under:

Kavari Sarup children Name 


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- i. The front lawn of the Vasant Vihar property shall remain in the sole, exclusive usage and enjoyment of Mr. Deepak Sarup (Fourth Party), and no other Party shall have any right, claim, use, easement or interference of any nature whatsoever therein.
- ii. That the rear courtyard of the Vasant Vihar property shall be a common area, available for common use and enjoyment of the Ground Floor and First Floor occupants, without prejudice to their respective ownership rights. The occupants/owner of the First Floor shall have the right to reasonable access to the rear courtyard, at reasonable time for the purposes of inspection, maintenance, servicing, repair, or upkeep of any amenities, utilities, pipelines, drainage, wiring, or installations connected to or serving the First Floor, including with respect to the water motor and water meter. The Fourth Party shall not deny, restrict, or impede the same. Such rights of owners/occupants of the Ground and First Floor shall subsist any sale of the Floors and be binding on the Buyer/Purchaser of the said floors.
- iii. The independent driveway adjoining plot no. 12 shall remain a common access and common use area for both the Ground Floor and the First Floor, and it is hereby expressly agreed that the Ground Floor shall be entitled to park two (2) cars and the First Floor shall likewise be entitled to park two (2) cars within the

Deepak Sarup *Kavari Sarup* *Arora* *Naik* *Sharma*
Arora
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- said driveway, without any obstruction, hindrance or interference by either Party.
- iv. The servant quarter(s) of the Ground Floor shall remain in the exclusive possession, control and use of the Ground Floor occupant, and the servant quarter(s) of the First Floor shall remain in the exclusive possession, control and use of the First-Floor occupant. The owner/occupant of the Ground Floor and the First Floor shall be entitled to use and access of the servant quarters assigned for their floor. Neither Party shall claim any right or usage over the servant quarter attached to the other floor.
- v. The aforesaid arrangement regarding possession, use and enjoyment is final, binding and irrevocable, and no Party, nor their legal heirs, representatives or assigns, shall interfere with or dispute the same at any time in future.
- vi. The Fourth Party further agrees that :
- a. The Fourth Party shall not, directly or indirectly, obstruct, hinder, block, encroach upon, or otherwise interfere with the independent driveway or rear courtyard, and shall not exercise any right of exclusive control over the driveway or rear courtyard, or regulate their use in any manner contrary to this Agreement.
- b. The Fourth Party shall not install any gate, barrier, lock, structure, or undertake any alteration in the rear courtyard

Kaveri Sarup *Aditya Ramesh* *[Signature]*

[Signature]

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or driveway which may impede or restrict the access, parking, or enjoyment rights of the First Floor owners/occupants, except with the prior written consent of the other Parties.

3. As regards the locker held in the name of Late Kalpana Sarup in Union Bank of India.:
- 3.1. The First Party and Second Party hereby acknowledge that Late Mrs. Kalpana Sarup maintained a bank locker in her name with Union Bank of India, Brahmaputra Complex, Sector 29, Noida, 201301, Noida (hereinafter referred to as the "Locker") held with bank account number 398502010053652 ("Bank Account").
- 3.2. The contents of the Locker are currently unknown to the First Party and Second Party. The First Party and Second Party shall, at the earliest, jointly pay, in equal shares, the arrears of unpaid locker rental charges for the Locker due as on the date of opening of the Locker by the Parties and for any further period of time the Parties hold the Locker till it is released back to the bank.
- 3.3. The First Party and Second Party shall, in mutual consultation and good faith, jointly visit the concerned branch of Union Bank of India for the purpose of opening, inventorying, and preparing a signed list

Kaveri Sarup *Holden Narub* *[Signature]*
[Signature]
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of all items contained in the Locker, in the presence of the bank officials.

- 3.4. Upon conclusion of the above exercise, the contents thereof shall be identified and divided between the First Party and the Second Party in such manner that the said division of items to each party is equal in value.
- 3.5. In the event the contents are not capable of physical division in equal value, the parties shall mutually determine an appropriate mode of division so as to ensure equality of value of the contents of the Locker.
- 3.6. Any monies available in the said Bank Account mentioned in the Clause 3.1 and/or any movable assets associated with Late Ms. Kalpana Sarup shall be divided between the First Party and Second Party in equal shares.
4. Mutual Indemnity Clause
- 4.1 The Parties hereby agree and undertake to indemnify, defend, and hold harmless the other Party from and against any and all losses, claims, damages, liabilities, penalties, costs, or expenses (including legal costs) arising out of:

imp Kavari Sarup Anil Kumar Sarup

[Signature]

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35

- a. any deliberate/wilful/fraudulent misrepresentation, concealment, or false statement made by a Party during negotiation or execution of this Agreement,
- b. any claims, encumbrances, litigation, charge, lien, lease, attachment, or demand relating to any of the Said Properties forming part of the estate, or any wrongful act or omission by a Party that affects the implementation of this Settlement.
- c. any impediment in effectively concluding the sale transaction in respect of any of the properties, and / or transferring the right, title, interest and possession in respect thereof on account of:
 - i. failure of either Party in complying with their respective obligations, as contained herein.
 - ii. an encumbrance including but not limited to mortgages, charges, lease, liens, litigation, third-party claims created by either Party.

Such indemnity shall remain effective even after completion of the sale process and distribution of proceeds.

5. Full And Final Settlement:

5.1 Upon completion of the sale of all the Said Properties, receipt of their share of the sale consideration and division of the Locker contents as provided herein:

5.1.1 The Parties shall have no claim whatsoever, monetary or otherwise. The Parties hereby forever discharge and release

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36

each other fully and finally from any and all claims whatsoever, whether they pertain to the present or the future, are ascertained or unascertained, known or unknown, raised or not raised.

5.1.2 Both First Party and Second Party agree to withdraw all pending claims, petitions, suits, and counterclaims filed against each other before any court or authority, including but not limited to:

- i) CS (OS) No. 639 of 2018 (titled, *Kunal Sarup vs. Kaveri Sarup & Anr.*); and
- ii) Test. Case No. 24 of 2019 (titled, *Kaveri Sarup v. State (Govt. of NCT of Delhi) & Ors.*); and
- iii) FIR No. 0354 of 2019, filed by the Second Party against the First Party.
- iv) The First Party and the Second Party hereby agree that upon the signing and due execution of this Settlement Agreement, all disputes, claims and differences of any nature whatsoever concerning the Fourth Party, including those arising out of or in relation to pending suits being CS (OS) No. 639 of 2018 and Test Case No. 24 of 2019, shall stand fully and finally settled, satisfied and extinguished.
- v) Upon the signing and due execution of this Settlement Agreement, Mr. Deepak Sarup (Fourth Party) hereby agrees and undertakes that he shall not, directly or indirectly,

Kaveri Sarup *Subdora Arora* *Deepak Sarup*

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initiate, institute, pursue, or cause to be initiated any claim, complaint, proceeding, demand, or legal action of any nature whatsoever, whether civil or criminal, against the First Party or the Second Party, insofar as the same relates to or arises out of the suit properties more particularly described under this Settlement Agreement.

- 5.1.3 The Second Party represents that she has not filed a Protest Petition against the closure report in respect of FIR No. 0354 of 2019 and further agrees and undertakes that she shall not file a Protest Petition against the same.
- 5.1.4 The First Party and Second Party shall jointly approach Hon'ble High Court of Allahabad for quashing of the FIR no. 0354 of 2019 by filing a petition under Section 528 of BNSS, 2023 within a period of two months from the execution of this Agreement.
- 5.1.5 The First Party and Second Party shall jointly take steps towards producing and furnishing the closure report in respect of the said FIR together with a written representation stating that all disputes in respect of which the FIR was filed stands resolved, before all such authorities, bodies, or offices where a copy of the FIR has been submitted either by the Second Party or caused to be submitted by the Second Party. The First Party and Second Party shall complete all actions contemplated under

an *Kaveri Sanyal* *Chudhary* *Narens* *Sharma*

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this Clause within a period of three months from the date of execution of this Agreement.

5.1.6 The cost towards the aforesaid processes as contemplated in Clauses 5.1.4 & 5.1.5 shall be borne equally by both the First Party and Second Party.

5.1.7 Subject to the due execution of the terms of this Settlement Agreement, including but not limited to the fulfilment of all obligations and receipt of dues, the Parties herein shall be left with no claim, demand or entitlement against each other of any nature whatsoever against any of the other Party and undertake to not file any claim, complaint, suit, petition, proceeding etc. against the other Party.

6. Disputes:

In the event of any dispute, difference, disagreement, or issue arising out of or in connection with this Settlement Agreement, including but not limited to any interpretation, implementation or execution of this Settlement Agreement, the Parties agree that an appropriate application shall be jointly or severally filed before the Hon'ble High Court of Delhi seeking reference of such dispute to the same mediator who facilitated the present settlement, or such mediator as may be appointed by the Hon'ble High Court of Delhi.

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7. The Parties hereby confirm and undertake that the present Settlement Agreement is entered into freely, voluntarily, and with full knowledge and understanding of its contents, implications, and consequences, without any force, fraud, coercion, undue influence, or misrepresentation of any nature whatsoever.
8. It is expressly agreed by the Parties that this Settlement Agreement is executed for the purpose of amicable resolution and to put an end to the disputes between the parties.
9. Each Party declares that they have read, understood, and voluntarily executed this Agreement after obtaining independent legal advice and are fully aware of its legal consequences.
10. This Settlement Agreement constitutes the complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, representations, arrangements, or understandings, whether oral or written. No representation, warranty, or undertaking other than those expressly set out in this Agreement shall be binding on the Parties.
11. No failure or delay by either Party in exercising any right, power, or remedy under this Settlement Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any further exercise of the same or any other right, power, or

Kaveri Samap *Aditya* *Ram* *Sharma*

Samap

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remedy. Any waiver under this Settlement Agreement shall be valid only if made in writing and signed by the Party granting such waiver.

12. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and have settled their disputes and differences amicably through the process of Mediation.

PARTIES' SIGNATURES

Kunal Sarup 24/02/26
Mr. Kunal Sarup,
First Party

Kaveri Sarup
Ms. Kaveri Sarup, 24/02/2026
Second Party

Alexandra Maldovan 24/02/2026
Ms. Alexandra Maldovan
Third Party

Deepak Sarup 24/2/26
Mr. Deepak Sarup
Fourth Party

Rohin Nadir 24/02/2026
Mr. Rohin Nadir
Fifth Party

COUNSEL SIGNATURES

Surabhi Sahgal
Ms. Surabhi Sahgal, Enrol. No. D/3816/2016
(Advocate for the First and Third Party)

[Signature]

5. 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.

6. The Settlement Agreement is taken on record.

7. The instant Application has been signed by the Petitioner and the Respondents Nos. 2 to 5 and is accompanied by their respective affidavits.

8. The Petitioner and the Respondents No.2-5 have joined the proceedings today and state that they have read and understood the contents of the Settlement Agreement. It is also stated that the Settlement Agreement



has been entered into without any coercion or under influence.

9. 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.

10. It is made clear that any violation of the Settlement Agreement would be construed as a violation of an undertaking given to the Court.

11. The Petition is disposed of under Order XXIII Rule 3 of the CPC in terms of the Settlement Agreement dated 24.02.2026, along with pending application(s), if any.

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

13. The date already fixed, i.e. 08.05.2026, stands cancelled.

SUBRAMONIUM PRASAD, J

APRIL 28, 2026

Rahul