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

+ **CS(OS) 302/2022**

CAPT AVINASH CHANDER MALHOTRAPlaintiff

Through: Ms Saiba M Rajpal and Mr Vinayak
Uniyal, Advs.

versus

NARESH MALHOTRA & ORS.Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **13.05.2026**

1. The present Suit has been filed with the following prayers:

“a. pass a preliminary decree in favour of the Plaintiff and against the Defendants, thereby partitioning the share of the Plaintiff and Defendants with respect to property situated at E-49, Greater Kailash, Part-I, New Delhi-110048 forming part of the estate of Sh. Hari Chand Malhotra; and

b. Appoint a commissioner to suggest a mode of partition of the property bearing No. E-49, Greater Kailash, Part-I, New Delhi-110048 admeasuring 300 sq. yards comprising of Ground Floor, First Floor, a Barsati Floor and two rooms in mezzanine floor forming part of the estate of Sh. Hari Chand Malhotra; and

c. Pass a final decree in terms of prayer clause (a) and (b) above in favour of the Plaintiff and against the



Defendants; and

d. pass a decree of the permanent injunction in favour of the Plaintiff and against the Defendants thereby restraining the Defendants, their agents, assigns, servants, employees, representatives etc. from selling, alienating, transferring or parting with or creating any third-party interest in the said property bearing E-49, Greater Kailash, Part-I, New Delhi 110048 admeasuring 300 sq. yards comprising of Ground Floor, First Floor, a Barsati Floor and two rooms in mezzanine floor; and

e. pass a decree to the tune of Rs. 12,79,440/- (Rupees Twelve Lacs Seventy Nine Thousand Four Hundred and Forty only) in favour of the Plaintiff and against the Defendant No.1 being the mesne profits / damages arising out of the rent received by the Defendant No.1 of the Ground Floor of property situated at E-49, Greater Kailash, Part-I, New Delhi-110048 @ Rs.1,00,000/- (Rupees One Lac per month) being the current market rent of the said property for the period w.e.f. 20th April, 2019 till the date of filing of the present suit; and

f. award the costs of the present suit to the Plaintiff; and

g. in that behalf, pass such other orders and directions as may be deemed fit, proper and necessary.”

2. During the pendency of the Suit, the parties were referred to the Delhi High Court Mediation and Conciliation Centre wherein the parties have settled their disputes by entering into the Settlement Agreement dated 21.04.2026. The Settlement Agreement reads as under:-



SETTLEMENT AGREEMENT

This Settlement Agreement is executed at New Delhi on **21.04.2026**.

BETWEEN

Mr. Avinash Chander Malhotra, son Late Shri Hari Chand Malhotra, aged about 84 years, residing at 35, Second Floor, Anand Lok, August Kranti Marg, New Delhi – 110048 (hereinafter referred to as “the **First Party**”, which expression shall mean and include their legal heirs, successors, nominees, assigns, legal representative and administrators respectively),

AND

Mr. Naresh Chander Malhotra, son of Late Shri Hari Chand Malhotra, aged about 76 years, residing at E-49, Greater Kailash Part 1, New Delhi – 110048 (hereinafter referred to as “the **Second Party**”, which expression shall mean and include their legal heirs, successors, nominees, assigns, legal representative and administrators respectively).

The First Party and Second Party may individually be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS Late Hari Chand Malhotra passed away on 13.12.1983 and Late Sushila Devi passed away on 15.02.2010 respectively leaving behind the following Legal Heirs:-

- a. Mr. Subhash Chander Malhotra (Son);
- b. Mr. Rameshwar alias Ramesh Chander Malhotra (Son);
- c. Mr. Avinash Chander Malhotra (Son);
- d. Mr. Naresh Chander Malhotra (Son)



AND WHEREAS, vide registered Conveyance Deed dated 10th February 1961, bearing Document No.1062, registered in Additional Book No.1, Volume No.624, on pages 19 to20, in the office of Sub-Registrar, New Delhi, Late Hari Chand Malhotra acquired the absolute and exclusive ownership of the residential immovable property bearing No. E-49, Greater Kailash Part-I, New Delhi-110048, consisting of Ground Floor, First Floor and Barsation the Second Floor, admeasuring approximately 300 square yards (hereinafter referred to as **"the said immovable Property"**);

AND WHEREAS, On 13th December 1983, Late Hari Chand Malhotra passed away on 13th December 1983, leaving behind his widow Late Smt. Sushila Devi and his four sons namely Mr. Subhash Chander Malhotra; Mr. Rameshwar *alias* Ramesh Chander Malhotra; Mr. Avinash Chander Malhotra and Mr. Naresh Chander Malhotra, as his Class-I legal heirs, and upon his demise, by way of an intestate succession, each legal heir acquired an equal undivided 1/5th (20%) share in the said immovable Property;

AND WHEREAS, vide duly registered Relinquishment Deed dated 16th May 1995, bearing Document No.2723-D, registered in Additional Book No. 1, Volume No.467, on pages 25 to 27, in the office of Sub-Registrar, New Delhi, Mr. Rameshwar *alias* Ramesh Chander Malhotra, during his lifetime, relinquished his 1/5th undivided share in the said immovable Property in favour of Ms. Sushila Devi, Mr. Avinash Chander Malhotra (First Party) and Mr. Naresh Chander Malhotra (Second Party), as a result where of his share stood equally vested in the said three persons.



AND WHEREAS, Late Sushila Devi passed away on 15th February 2010, and vide duly executed Will dated 12th November 1995, Late Sushila Devi, bequeathed her entire undivided share in the said immovable Property in favour of her son, Mr. Naresh Chander Malhotra (Second Party);

AND WHEREAS, vide duly registered Relinquishment Deed dated 23rd June 2021, bearing Registration No. 3605 in Book No. 1, Volume No. 3874 on pages 146 to 153, registered in office of Sub-Registrar, New Delhi, Mr. Subhash Chander Malhotra relinquished his 1/5th undivided share in the immovable Property in favour of Mr. Naresh Chander Malhotra (Second Party) and pursuant thereto, the Parties became the sole co-owners of the said immovable Property with the following undivided shares:

- i. Mr. Avinash Chander Malhotra (First Party)–26.66%
- ii. Mr. Naresh Chander Malhotra (Second Party)–73.34%

AND WHEREAS, due to the nature, structure and construction of the said immovable Property, it cannot be partitioned by *metes and bounds*, without destruction of its intrinsic value and utility, and any such partition would be impracticable and inequitable;

AND WHEREAS, certain disputes and differences arose between the Parties with respect to ownership, enjoyment, possession and partition of the said immovable Property, pursuant to which the First Party filed a Suit bearing No CS (OS) NO. 302 OF 2022 before the Hon'ble High Court of Delhi, seeking partition, declaration of his share and other consequential reliefs against the Second Party;



AND WHEREAS the matter bearing CS (OS) NO. 302 OF 2022 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 13.02.2026 passed by Hon'ble High Court of Delhi.

AND WHEREAS the Parties agreed that Ms. Manika Vohra Aggarwal, Advocate would act as their Mediator, in the matter of mediation proceedings.

AND WHEREAS comprehensive mediation sessions were held with the Parties and their respective counsels on 24.02.2026, 07.03.2026, 16.04.2026 and 21.04.2026, wherein the Parties and their respective counsels participated during all such mediation sessions. During the course of mediation, the Parties have in order to preserve family harmony and to avoid prolonged litigation, out of free will and mutual trust arrived at an oral family settlement, which have been acted upon.

AND WHEREAS the parties hereto confirm and declare that they have now voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator and their Counsel(s) and the terms of the Oral Family Settlement have been reduced into writing.

The terms of the Settlement Agreement are as follows:

1. The Parties agree that the First Party has relinquished his 26.66% undivided share in the said immovable property voluntarily, out of natural love and affection and in order to maintain peace and harmony amongst the family members, in favour of the Second Party by way of a Relinquishment Deed dated 09.04.2026 registered before the Sub Registrar, Mehrauli, 5A, New Delhi. The Second Party shall continue to have the actual, physical, vacant, and peaceful possession of the entire said immovable property.


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2. The Parties agree that the Second Party as a token of love and affection has already handed over Demand Drafts for a sum of Rs.4,75,00,000 (Rupees Four Crore Seventy-Five Lakh) dated 02.04.2026, issued by IDFC First Bank, Nehru Place, New Delhi. The First Party has acknowledged the receipt of the same.
3. The Parties agree that after execution of the registered Relinquishment Deed, the Second Party has become the sole, absolute and exclusive owner of the said immovable and he shall update the name in the records of the Concerned Departments/Authorities etc. The First Party shall extend full cooperation and shall execute such affidavits, declarations, applications, undertakings, or other documents as may be required for giving effect to the same.
4. The Parties agree and declare that the present arrangement is a bona fide family settlement arrived at for the purpose of amicably recording and regulating their respective rights and interest in the family property, so as to maintain peace and harmony amongst the family members.
5. The Family Settlement shall be binding upon the Parties and their respective legal heirs, successors, legal representatives and assigns, and none of them shall be entitled to raise any claim contrary to the terms recorded herein.
6. The Parties have executed this Settlement Agreement out of their own free will, without coercion, fraud or undue influence, and after fully understanding its contents and legal implications.



7. It is hereby agreed between the Parties that the Parties shall pray before Hon'ble Court that the present suit bearing CS (OS) No. 302 of 2022 may be decreed in terms of the present Settlement Agreement.
8. That 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 in future.
9. That the parties also agree that they have understood the contents of the present Settlement Agreement and have consented to the same after consultation with their respective counsel(s).
10. That Parties have agreed that they shall make a prayer for refund of court fees as per the provisions of the Court Fee Act, 1870 (as amended up to date), read with Section 89 Code of Civil Procedure, 1908 in as much as the parties have settled their disputes by the process of mediation.
11. That the parties also agree and undertake to present themselves before the Hon'ble Court for confirming the terms of the present Settlement Agreement, virtually or physically, as the case may be.

PARTIES SIGNATURES

Avinash Chander Malhotra
(First Party)

Naresh Chander Malhotra
(Second Party)

3. The Settlement Agreement has been signed by the Plaintiff and the



Defendant.

4. The Plaintiff and the Defendant are present in Court today and have been identified by their respective Counsels. It is stated by the Plaintiff and the Defendant 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.

5. This Court has also perused the Settlement Agreement dated 21.04.2026 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 dated 21.04.2026 is taken on record.

7. The Parties are bound by the terms contained in the Settlement Agreement dated 21.04.2026.

8. It is made clear that any violation of the Settlement Agreement dated 21.04.2026 would be construed as a violation of an undertaking given to the Court.

9. The Suit is disposed of as withdrawn in terms of the Settlement Agreement dated 21.04.2026, along with pending application(s), if any.

10. Let a decree sheet be drawn up according to the Settlement Agreement dated 21.04.2026.

11. Since the parties have entered into a settlement agreement, let the entire court fee be refunded to the Plaintiff in terms of Section 16 of the Court Fees Act, 1870.

SUBRAMONIUM PRASAD, J

MAY 13, 2026

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