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

+ **CS(OS) 338/2023**

SHAKYA MITRA

.....Plaintiff

Through: Mr. Aniruddha Choudhury, Ms.
Tushita Ghosh, Mr. Rohit, Mr. Pranav
Deshmukh, Advocates

versus

SHOBORI GANGULI & ANR.

.....Defendants

Through: Mr. Rana S. Biswas, Mr. Kartik
Chettiar and Mr. Yash Tripathi, Advs
for D-1
Mr. Abhey Narula (Main counsel)
with Mr. Rachit Kant (Proxy counsel)
for D-2.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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10.04.2026

I.A. 8057/2026

1. The present joint Application has been filed on behalf of the Plaintiff and the Defendants under Order XXIII Rule 3 of the CPC, seeking disposal of the present Suit in terms of the settlement arrived at between the parties vide a Settlement Agreement dated 07.01.2026.
2. The present Suit is one for partition of the estates of Late Sh. Chandan Sourav Mitra, who passed away on 01.09.2021. The Parties to the Suit are legal heirs of Late Sh. Chandan Sourav Mitra.
3. It is stated that since the dispute was between the members of the same family, the Parties have entered into a settlement vide the Settlement Agreement dated 07.01.2026 which is being reproduced as under:



SETTLEMENT AGREEMENT

This Settlement Agreement is entered into at New Delhi on this 7th day of January, 2026

BETWEEN

MR. SHAKYA MITRA, S/O LATE SH. CHANDAN SOURAV MITRA, R/O S-280, 2ND FLOOR, GREATER KAILASH-II, NEW DELHI- 110048 (Hereinafter referred to as 'the First Party').

AND

MRS. SHOBORI GANGULI, W/O LATE SH. CHANDAN SOURAV MITRA, R/O HOUSE NO. H 33 A, LANE W10-C/5, WESTERN AVENUE, KHASRA NO. 618, TEHSIL HAUZ KHAS, NEW DELHI 110062 (Hereinafter referred to as 'the Second Party').

AND

MR. KUSHAN MITRA, S/O LATE SH. CHANDAN SOURAV MITRA, R/O J-1813, GROUND FLOOR, CHITTARANJAN PARK, NEW DELHI-110019 (Hereinafter referred to as 'the Third Party').

WHEREAS the parties are the legal heirs of Late Sh. Chandan Sourav Mitra, who passed away on 1st September, 2021.

AND WHEREAS certain disputes and differences arose between the parties relating to the division of the estate of Late Sh. Chandan Sourav Mitra.

AND WHEREAS the First Party filed a Suit for Partition of the estate of Chandan Sourav Mitra comprising of the immovable and movable assets and for ancillary reliefs, CS (OS) No. 338 of 2023 before the Hon'ble Delhi High Court.

AND WHEREAS pending the abovementioned Suit, the parties attempted to resolve their disputes amicably and have voluntarily arrived at an amicable Settlement resolving all their aforementioned disputes and differences and have reduced the terms of the said Family Settlement into writing by way of the present Agreement.

AND WHEREAS the parties agree to file the present Settlement Agreement alongwith an appropriate application under Order 23 Rule 3 of the Code of Civil Procedure praying therein that the Suit, CS(OS) No.338 of 2023, may be decreed in terms of the present Settlement Agreement and the parties may be bound to their undertakings herein

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The terms of the Settlement are as under:

1. The parties confirm that on the date of his demise, Mr. Chandan Sourav Mitra owned the following movable and immovable assets:

1.1. Shareholding of Late Sh. Chandan Sourav Mitra in:

- i. Sanchar Holding Pvt Ltd.,
- ii. Pioneer Net Pvt. Ltd.
- iii. Pioneer Event Pvt. Ltd.
- iv. Pioneer Vishal Media Pvt. Ltd.
- v. Mitra SK Pvt. Ltd.
- vi. Joint shareholding in CMYK Printech Ltd

1.2. Bank Accounts with Central Bank of India, ICICI Bank, State Bank of India, Syndicate Bank, Fixed Deposit with the said Banks, PPF, Life Insurance policy with Birla Sunlife, any jewelry kept at his residence or vehicles registered in his name.

1.3. Land admeasuring 2.5 Nali in Village Supi Paltti Tahsil Satbunga, District Nainital.

1.4. House No. H 33 A, Lane W10-C/5, Western Avenue, Khasra No. 618, Tehsil Hauz Khas, New Delhi 110 062.

1.5. C 88, Aravali Retreat Village, Badshahpur, Gurgaon Sohna Road, District Gurugram, Haryana.

1.6. House bearing address SHREE PURNA DHAM, Strand Road Babuganj, P.S. Chinsurah, P.O and Distt. Hooghly – 712103, West Bengal.

1.7. Share of Late Mr. Chandan Sourav Mitra in the joint family property at 462, Lake Gardens, Kolkata – 700045, West Bengal.

2. The movable assets of Late Mr. Chandan Sourav Mitra as enumerated in Clause 1.1 (i) (Shareholding in Sanchar Holding Pvt Ltd.) have already been transferred by the Parties in favour of a third party by way of a separate agreement dated 05.11.2024. The Parties agree to be bound by the terms of the said agreement dated 05.11.2024.

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3. The movable assets of Late Mr. Chandan Sourav Mitra as enumerated in Clause 1.1 (ii) to (vi) shall belong to the Third Party and First Party and Second Party do hereby relinquish any claim against the said assets solely in favour of the Third Party.
4. It is agreed between the Parties that the movable assets of Late Mr. Chandan Sourav Mitra as mentioned in Clause 1.2 hereinabove shall belong exclusively to the Second Party and the First and the Third Party do hereby relinquish any claim against the said movable assets solely in favour of the Second Party.
5. It is agreed between the Parties that the property of Mr. Chandan Sourav Mitra at District Nainital as mentioned in Clause 1.3 hereinabove shall belong exclusively to the Second Party and the First and the Third Party do hereby relinquish any claim against the said assets solely in favour of the Second Party.
6. The First Party and the Third Party shall execute and register a Release / Relinquishment/ Transfer/ Gift Deed as may be required to release/ relinquish/ transfer their rights in the said property at Nainital in favour of the Second Party within 30 days of the Suit being decreed in terms of the present Settlement Agreement. The costs of drafting, execution and registration including payment of stamp duty and the registration charges for registration of said deed shall be borne by the Second Party only.
7. It is agreed between the Parties that the property of Mr. Chandan Sourav Mitra at Sainik Farm, New Delhi as mentioned in Clause 1.4 hereinabove shall belong exclusively to the Second Party and the First and the Third Party do hereby relinquish any claim against the said assets solely in favour of the Second Party.
8. The First Party and the Third Party shall execute and register a Release / Relinquishment/ Transfer/ Gift Deed or any other document as may be required to release/ relinquish/ transfer their rights in the said property at Sainik Farms, New Delhi in favour of the Second Party within 30 days of the Suit being decreed in terms of the present Settlement Agreement. The costs of drafting, execution and registration if any, including payment of stamp duty and the registration charges for registration of said deed shall be borne by the Second Party only.

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9. It is agreed between the Parties that the property of Mr. Chandan Sourav Mitra as mentioned in Clause 1.5, 1.6 and 1.7 hereinabove, shall belong to the First Party and the Third Party, and the Second Party do hereby relinquish any claim against the said assets solely in favour of the First and Third Party.

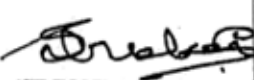
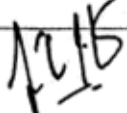
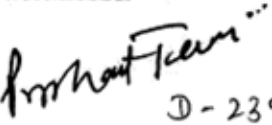
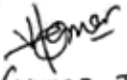
10. The Second Party shall execute and register a Release / Relinquishment/ Transfer/ Gift Deed for each property in Gurugram, Hooghly and in Kolkata as may be required to release/ relinquish/ transfer her rights in the said properties within 30 days of the Suit being decreed in terms of the present Settlement Agreement. The costs of drafting, execution and registration including payment of stamp duty and the registration charges for registration of said deed(s) shall be borne by the First Party and the Third Party.

11. It is agreed between the Parties that in case any of the Parties to the present Settlement fails to adhere to any of the terms of the Settlement including the time period for execution and registration of any documents contemplated herein they shall be liable for Contempt of the orders of the Hon'ble Court.

12. Parties agree to cooperate with each other and execute any and all documents as may be required by the other Parties for implementation of the terms of the Settlement hereinabove including necessary documents, No Objections, Affidavits and other documents as may be required for mutation of any of the immovable properties in favour of any of the Parties.

All the parties undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.

PARTIES SIGNATURES

 (FIRST PARTY)	 (SECOND PARTY)	 (THIRD PARTY)
WITNESSES:  D-239	 (VIKAS TOMAR) DEFENCE COLONY NEW DELHI	

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4. This Court has gone through the Settlement Agreement dated 07.01.2026, the terms of which are legal and lawful and a decree can be passed in terms of the said Settlement Agreement. The Settlement Agreement has been signed by the Parties.



5. The present application under Order XXIII Rule 3 of the CPC has been jointly filed by the Parties and all the Parties have filed the affidavits stating that they have read and understood the contents of the Application and the Settlement Agreement. The ingredients of Order XXIII Rule 3 of the CPC stands satisfied.
6. In view of the fact that a settlement has been arrived at between the Parties, the Suit is disposed of in terms of the Settlement Agreement dated 07.01.2026 entered into between the Parties. Pending applications, if any, also stand disposed of.
7. Let the decree sheet be drawn up accordingly.
8. The Parties shall be bound by the terms of the Settlement Agreement dated 07.01.2026. Violation of any of the terms of the Settlement Agreement dated 07.01.2026 shall amount to a breach of the undertaking given to the Court.
9. In view of the fact that the Parties have entered into a settlement and in view of the Judgment passed by the Division Bench of this Court in Nutan Batra v. Buniyaad Associates, **2018 SCC OnLine Del 12916**, and the Notification dated 06.03.2026 issued by Department of Law, Justice and Legislative Affairs, GNCTD, this Court is inclined to direct the refund of the entire Court Fees. Let the Court Fee be refunded in accordance with Section 16 of the Court Fees Act, 1870.
10. The application is disposed of in the aforesaid terms.
11. The next date of hearing i.e., 30.04.2026, before the learned Joint Registrar stands cancelled.

SUBRAMONIUM PRASAD, J

APRIL 10, 2026

S. Zakir

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