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

+ **CS(OS) 4/2023 & I.A. 34/2023, I.A. 993/2023**

**SHALINI MITTAL**

.....Plaintiff

Through: Mr. Ehraz Zafar, Advocate

versus

**BIRJESH KUMAR AGGARWAL & ANR** .....Defendants

Through: Mr. Neeraj Aggarwal, Ms. Neha Jain,  
Adv. along-with Defendant No.2  
Neeraj Aggarwal in person

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

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**13.03.2026**

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

*“A. Pass decree in favour of the Plaintiff and against the Defendant No. 1 declaring that the Plaintiff has 1/3 share in the property bearing no. 243, Canara Apartments, Sector 13, Rohini New Delhi.*

*B. Pass a decree for partition of Suit Properties and pass direction(s) for equal distribution of the Suit Properties i.e. all movable and immovable properties amongst the Plaintiff and the Defendants after taking into consideration the money withdrawn and mis-utilised by the Defendants.*

*C. Pass a preliminary decree, the properties be partitioned by meters and bounds and thereafter parties be put in their respective shares.*

*D. Final decree of partition may also be passed in favour of the*



*Plaintiff and against the Defendants and the Plaintiff be put in possession of her share in the suit properties. Cost of the suit may also be awarded.*

*E. It is prayed that a decree of perpetual/mandatory injunction may kindly be passed in favour of the Plaintiff and against the Defendants thereby restraining the Defendants from selling, assigning or otherwise parting possession or ownership or creating third party rights in the above-said suit properties, including in the property bearing no. 243, Canara Apartments, Sector 13, Rohini.*

*F, Pass any other further order(s) which this Hon'ble Court may deem fit and proper.”*

2. The Plaintiff and Defendant No.2 are siblings and Defendant No.1 is their father.
3. During the pendency of the Suit, the parties were referred to Delhi High Court Mediation and Conciliation Centre to explore the possibility of an amicable settlement.
4. During the pendency of the present proceedings, the Defendant No.1 has passed away. It is stated that Plaintiff and Defendant No.2 are the only legal representatives of Defendant No.1. Defendant No.1 is, therefore, deleted from the array of parties.
5. *Vide* Settlement Agreement dated 16.12.2025, the Plaintiff and Defendant No.2 have settled the matter. The Settlement Agreement has been filed and the same reads as under:-



## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into on 16.12.2025

### **BETWEEN**

Mrs. Shalini Mittal, daughter of Late Mr. Brijesh Kumar Aggarwal, aged about 48 years, resident of Flat No. 704, Maple Heights, Jagriti Vihar, Meerut, Uttar Pradesh (Plaintiff/First Party).

### **AND**

Mr. Neeraj Aggarwal, Son of Late Mr. Brijesh Kumar Aggarwal, aged about 42 years, resident of S-45, Uppal Southend, Sohna Road, Sector 49, Haryana presently residing at 3434 Pocket D-3, Vasant Kunj, Near Fortis Hospital, Delhi 110070 (Defendant No.2/Second Party).

### **WHEREAS:**

- A. The First Party and the Second Party are siblings, being sister and brother, respectively, in relation.
- B. The mother of the parties herein, Mrs. Nalini Aggarwal unexpectedly and unfortunately passed away owing to an accident on 07.09.2011.
- C. Certain familial disputes arose between the parties and the First Party filed the present suit bearing number CS(OS) 4/2023 seeking partition of the intestate properties belonging to her deceased mother late Mrs. Nalini Aggarwal, while making her father Mr. Brijesh Kumar Aggarwal and her



brother i.e. the Second Party herein before the Hon'ble High Court of Delhi. The properties qua which the decree of partition was sought originally, are as under: -

- i. Flat bearing no. 243 at Canara Apartments, Sector-13, Rohini, New Delhi.
- ii. Jewelries belonging to the deceased mother kept in bank locker No. 49 of savings account no. 2746101002865, Canara Bank, Vasant Vihar, New Delhi.
- iii. Joint account of the deceased and the Defendant no.1 having savings account no. 2746101002865 maintained with Canara Bank, Vasant Vihar, New Delhi along with Post Office Saving Scheme of the deceased.

D. During the pendency of the suit, the father of both the parties heretofore namely Late Mr. Brijesh Kumar Aggarwal, the Defendant No. 1 in the suit, also passed away, which fact was recorded vide the Order dated 10.10.2023. The proceedings in the suit continued thereafter between the First Party and the Second Party, i.e. the Plaintiff and the Defendant no.2, respectively.

E. Thereafter, the Plaintiff and the Defendant no.2 have been in talks to arrive at an amicable settlement regarding the partition of the suit properties as well as the properties of their late father, Mr. Brijesh Kumar Aggarwal, being his legal heirs.



- F. The matter bearing CS (OS) 4/2023 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) *vide* Order dated 21.11.2025 passed by the Hon'ble High Court of Delhi.
- G. The parties agreed that Mr. Anuj Aggarwal, Advocate, would act as their Mediator in the matter of Mediation proceedings.
- H. The details of all the properties of late Ms. Nalini Aggarwal and late Mr. Brijesh Kumar Aggarwal, which shall form the subject matter of the present settlement, are as under:-
- i. House No. 243, Canara Apartments, Sector 13, Rohini, New Delhi.
  - ii. OH-189, Pallav Puram, Phase-2, Meerut, Uttar Pradesh
  - iii. House No. 45, S-Block Uppal Southend, Sohna Road, Sector-49, Sub Tehsil, Badshapur, District Gurugram, Haryana.
  - iv. Jewellery belonging to Late Ms. Nalini Aggarwal.
  - v. Monies kept in the bank account of Mr. Brijesh Aggarwal.
- I. Accordingly, various mediation sessions were held with the parties and their respective counsel on 27.11.2025, 03.12.2025, 06.12.2025, 12.12.2025 and 16.12.2025.
- J. The parties, with the assistance of the Mediator and proactive participation of the counsels for the parties, have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences.



K. With the efforts of the Ld. Mediator appointed in terms of the Order passed by the Hon'ble High Court of Delhi, the Parties have now reached a settlement on the terms and conditions mutually agreed to and as recorded hereunder: -

1. That the jewellery left by Late Mrs. Nalini Aggarwal (deceased mother of the parties) has been given by Mrs. Shalini Mittal to Mr. Neeraj Aggarwal apart from some Silver and two gold bangles.
2. That the inheritance right of Ms. Shalini Mittal in Flat /House No. 243, Canara Apartments, Sector-13, Rohini, New Delhi, has been agreed to be relinquished in favour of her brother Mr. Neeraj Aggarwal, owing to natural love and affection.
3. That Mr. Neeraj Aggarwal has agreed to relinquish his inheritance rights in the 50% share owned by Mr. Brijesh Aggarwal in the property bearing House No. 45, S-Block, Uppal Southend, Sohna Road, Sector-49, Sub Tehsil, Badshahpur, District Gurugram, Haryana in favour of Mrs. Shalini Mittal, owing to natural love and affection.
4. That Mrs. Shalini Mittal has agreed to relinquish her inheritance rights in the property bearing number OH -189, Pallav Puram, Phase-2, Meerut, Uttar Pradesh which was owned by Late Shri Brijesh Aggarwal, in favour of her brother Mr. Neeraj Aggarwal, owing to natural love and affection.



5. That it is mutually agreed between the parties that all the monies kept in different bank/fixed deposit accounts/demat account and post office accounts/post office schemes or in any other mode by Mr. Brijesh Kumar Aggarwal irrespective of the nomination, the same shall get transferred to the account/s of Mr. Neeraj Aggarwal as Ms. Shalini Mittal shall have no claim over the same, except the sum of Rs.10,00,000/- (Rupees Ten Lakhs only), which was handed over to her on 31<sup>st</sup> March, 2024. The details pertaining to the aforesaid accounts, is as under:-

a. Account numbers listed below & related FDs:

| Account Number | IFSC Code    | Bank Name           |
|----------------|--------------|---------------------|
| 8211223874     | KKBK0000182  | Kotak Mahindra Bank |
| 2746101002865  | CNRB0002746  | Canara Bank         |
| 006501526125   | ICIC00000065 | ICICI Bank          |
| 10933063375    | SBIN0001076  | State Bank of India |

b. Accounts at the Post Office



6. That it has also been mutually agreed that the amount/s lying in any other investments made by Late Mr. Brijesh Kumar Aggarwal, the information pertaining to which is not available with the parties till date, shall also be transferred to the account/s of Mr. Neeraj Aggarwal, subject to fulfillment of the above said terms and conditions of the present agreement and Mrs. Shalini Mittal shall raise no objection/ claim thereto.
7. That it is hereby stated that Survival Member Certificate/Legal Heirs Certificate No. 6015, dated 17/03/2025 issued to the surviving members/legal heirs of the deceased Mr. Brijesh Kumar Aggarwal (Father of Plaintiff and Defendant No. 2) contains an inadvertent error in the spelling of the name. The parties undertake and agree to take all necessary steps before the competent authority to have the said error duly corrected and the certificate amended accordingly.
8. That the parties hereby agree with each other that they will observe, perform and convene the terms and conditions stated here in above and shall bound themselves to execute any other documents, as per law for giving due effect to the terms of the present settlement agreement.
9. That it is hereby declared and agreed between the parties that this agreement ends all disputes between the parties relating to the respective rights and claims of the parties to the joint family properties and the parties admit and acknowledge the claims of each other towards their respective properties as per this agreement.



10. That the present settlement agreement shall be considered as final and conclusive and shall not be altered or changed at any subsequent stage, unless mutually agreeable to both parties. All the parties of the present agreement shall be bound by the terms of the present settlement agreement and shall adhere to the respective shares as demarcated and stated under the present agreement.
11. That the present settlement agreement shall have legal force and shall be presented/forwarded before the concerned authorities for seeking transfer of their respective shares in the properties. Should any party require at any stage, the other party shall issue NOC(s) and execute such other document(s) that may be required in respect of mutation or any other formalities required to be undertaken for the swift transfer of titles or any other requirement to give full and meaningful effect to the terms of the present settlement.
12. That the parties shall voluntarily remain present, as and when required by any authority, for the purpose of executing/signing any other document, wherever required, for the aforesaid purpose(s).
13. That the transferee of the properties, pursuant to this agreement, shall be liable and responsible for the payment of any dues (whether accrued in the past or arising in future at any stage) in respect of such properties. The previous owner(s) of the properties under this settlement agreement shall not be liable/ responsible in future with regard to any claim or dues with regard to the said property at any stage. The entire dues, whether notified



or not, shall be the sole liability and responsibility of the beneficiary/transferee and they shall not be entitled to raise any claim in this regard, whatsoever.

14. That the parties agree that all their disputes/differences have come to an end upon execution of the present settlement agreement and they undertake not to file any complaint, suit or any other kind of litigation (whether civil or criminal) before any authority or court of law on any ground whatsoever except for violation of the terms and conditions as agreed in this Agreement and they shall remain bound by the terms of this Agreement which shall be effective from the date of its execution.
15. That the parties have agreed to the contents of this Settlement Agreement and have understood the terms and conditions of the same in vernacular. In case there is a violation of any term of this Agreement by either party, the other party shall have the right to approach the court of competent jurisdiction to seek enforcement of the terms hereof.
16. That this settlement is arrived at between the Parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (of either law or fact), in any form whatsoever and the Parties agreed that this Settlement Agreement has been correctly recorded as per the agreed terms and conditions.



17. That the parties agree that they shall jointly pray before the Hon'ble Court that the present suit bearing CS (OS) 4/2023 may be disposed of in terms of the present Settlement Agreement and accordingly a decree may be issued in favor of the Parties in terms of the present Settlement Agreement.

18. That the parties hereto agree that any complaint or case/spreviously filed by either party against the other or his/her other family members relating to the present disputes, shall be deemed to have been withdrawn/ settled in terms as contained hereinabove.

6. This Court has perused the Settlement Agreement and is of the opinion that the same is lawful in nature and is capable of being acted upon.

7. The Settlement Agreement is taken on record.

8. The Parties are bound by the terms contained in the Settlement Agreement.

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

10. The Suit is disposed of in terms of the Settlement Agreement dated 16.12.2025, along with pending application(s), if any.

11. Let a decree sheet be drawn up according to the Settlement Agreement dated 16.12.2025.

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

**SUBRAMONIUM PRASAD, J**

**MARCH 13, 2026**

*Rahul*