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

+ CS(OS) 1034/2011

CAPTAIN(RETD) RAJINDER NATH KUMRAHPlaintiff

Through: Mr. Navin Kumar, Mr. Rohit Kumrah, Dr. Neena Bhasin, Advs.

versus

HARBANS LALL KUMRAH & ORSDefendants

Through: Mr. K.C. Joshi, Adv. for D-1.
Mr. Bharat Beriwal, Adv. for D-2.
Mr. Subrat and Mr. Anshul Gupta, Advs. for D-3.
Mr. Anil Kumar Sharma and Mr. Apoorav Kumar Sharma, Advs. for D-4 and D-5.

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+ CS(OS) 2601/2011

CAPTAIN(RETD) RAJINDER NATH KUMRAHPlaintiff

Through: Mr. Navin Kumar, Mr. Rohit Kumrah, Dr. Neena Bhasin, Advs.

versus

HARBANS LAL KUMRAH & ORSDefendants

Through: Mr. K.C. Joshi, Adv for D-1 and 3.
Mr. Bharat Beriwal, Adv. for D-2.
Mr. Anil Kumar Sharma and Mr. Apoorav Kumar Sharma, Advs. for D-4 and D-5.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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28.01.2026

I.A. 2294/2026 in CS(OS) 1034/2011 & I.A. 2346/2026 in CS(OS)



2601/2011

1. These applications are filed to pass a decree in terms of Settlement Deed dated 08.01.2026.
2. The applications are allowed.
3. The Settlement Deed be taken on record.

CS(OS) 1034/2011 & CS(OS) 2601/2011

4. The prayer of CS(OS) 1034/2011 is as under:
 - a) that a decree of declaration be passed to the effect that under an oral family settlement entered into between the plaintiff and defendants No.1 and 2 along with their late father, it was settled that
 - i) Property No. 49/19, East Patel Nagar, New Delhi shall belong exclusively to the plaintiff. It was also a term of the settlement that parents of the plaintiff shall during their life time have the right to live in the aforesaid property alongwith the plaintiff.
 - ii) Plot to be allotted in lieu of the membership of the Janta Cooperative Housing Building Society Ltd. shall be owned by the father of the plaintiff alongwith the plaintiff and defendants No.1 and 2 in equal shares.
 - b) a preliminary decree of partition in respect of property No. B-363, Meera Bagh, New Delhi be passed in favour of the plaintiff and against the defendant No.1 and 2 in respect of the 1/3rd share of the property in suit.
 - c) a local commissioner may be appointed to divide the property No. B-363, Meera Bagh, New Delhi by metes



and bounds and the plaintiff be put in physical possession of 1/3rd share. In case the aforesaid property cannot be divided by metes and bounds, the said property may be directed to be sold in such manner as this Hon'ble Court may deems fit and the sale proceeds may be equally divided between the plaintiff and defendants No.1 and 2.

d) by a decree of mandatory injunction defendants No. 1 and 2 may be directed to execute in favour of the plaintiff the deed of relinquishment in respect of property No. 49/19, East Patel Nagar, New Delhi in terms of oral family settlement entered into between the parties in the year 1970.

e) alternatively, in case the relief as per clause (a) is not granted, a decree of declaration may be passed to the effect that the transfer of share certificate No. 798 held in the name of plaintiff in Janta Coop. House Building Society Ltd. in favour of defendant No. 1 was without consideration and hence void.

f) by a decree of mandatory injunction the defendant No.3.may be called upon to cancel the documents of transfer executed by it in favour of defendant No. 1 in respect of property No. B-363, Meera Bagh, New Delhi and to execute in favour of the plaintiff the documents of transfer of the suit property.

g) Such other or further relief which this Hon'ble Court may deem just, fit and proper be also granted in favour of



the plaintiff and against the defendants.

5. The prayer of CS (OS) 2601/2011 is as under:

a) that a decree of declaration be passed to the effect that the sale deed dated 31.03.2011 executed by the defendant no. 1 in favor of the defendant no. 3 in respect of property bearing No. B-363, Village

Nangloi Syed, New Delhi now known as Meera Bagh, Paschim Vihar, New Delhi-110063 is invalid/void and non-est/illegal and the plaintiff is not bound by it, and

b) that a decree of declaration be passed to the effect that the sale deed dated 27.04.2011 executed by the defendant no. 3 in favor of the defendant no. 4 & 5 in respect of property bearing No. B-363, Village Nangloi Syed, New Delhi now known as Meera Bagh, Paschim Vihar, New Delhi-110063, as null and void, non-est or illegal, and

c) that a decree of recovery of possession in respect of property bearing No. B-363, Village Nangloi Syed, New Delhi now known as Meera Bagh, Paschim Vihar, New Delhi-110063 may kindly be passed in favor of the plaintiff and against the defendants no. 3, 4 and 5 or against any other person who may be found to be in possession thereof, and,

d) that a decree of prohibitory injunction be passed in favor of the plaintiff and against the defendants



thereby restraining them from transferring, alienating and/or creating any third party interest in the suit property in favor of anybody else but plaintiff and from raising or allowing to raise any construction on any part of the suit property, and/or

e) Such other or further relief which this Hon'ble Court may deem just, fit and proper be also granted in favour of the plaintiff and against the defendants.

6. The terms of the Settlement Deed are as under:

"1. The LR's of Shri Harbans Lal Kumrah (Parties of the Second Part) and Shri Raj Kumar Kumrah (Party of the Third Part) do hereby declare that:-

(i) Henceforth, the parties of the Second and Third Part will have no right or claim or interest in respect of East Patel Nagar Property.

(ii) The parties of Second Part and Third Part through their common attorney Shri Davinder Singh Yadav, shall execute a deed of relinquishment, relinquishing their shares in East

Patel Nagar Property in favour of the parties of the First Part and present the same for registration with the office of concerned Sub-Registrar within fifteen days from the execution of this settlement deed. Stamp Duty (if any), registration charges and other expenses involved in execution & registration of the above-mentioned relinquishment deed shall be borne and paid by parties of the First Part. Party of the First Part shall follow up with the Office of the SubRegistrar for registration of Relinquishment Deed. Copies of the said Relinquishment Deeds are annexed herewith as

ANNEXURE-C (COLLY.).



(iii) Henceforth, the parties of the Second and Third Part acknowledge LR's of Captain (Retired) Rajinder Nath Kumrah to be the absolute owners of the whole of East Patel Nagar Property.

(iv) Henceforth, the parties of the Second and Third Part will never challenge the ownership of LR's of Captain (Retired) Rajinder Nath Kumrah over East Patel Nagar Property in any manner whatsoever.

(v) Any delay or default in execution of the above-mentioned relinquishment deed will not impact the absolute ownership rights of parties of the First Part in East Patel Nagar Property

as stated hereinabove and parties of the First Part shall be entitled to get the said Relinquishment deed executed through the process of Court. The Parties of the Second and Third Part shall render all necessary assistance in the court for

2. The parties of the First part to Fourth Part of the present settlement Agreement, hereby declare and admit that they have no claim, right, title and interest whatsoever in the Meera Bagh Property and acknowledge the title, ownership and possession of the Sehgal's (Party of Fifth Part) and party of the Fifth Part shall remain the absolute owner of the Meera Bagh Property.

3. As a consideration of this settlement following payments are being made:-

Amount	Name of person making the payment	Person to whom payment is being made.	Mode of payment
USD 65,000/- (US dollars sixty-five thousand only)	Dr. Neenda Bhasin	Raj Kumar Kumrah	Demand Draft No. 079361 dated 30.12.2025 drawn on ICICI Bank Limited payable at USA



USD 35,000/- (US dollars thirty-five thousand only)	Rohit Kumrah	Raj Kumar Kumrah	Demand Draft No. 078582 dated 31.12.2025 drawn on ICICI Bank Limited Payable at USA
USD 30,000/- (US dollars thirty thousand only)	Rohit Kumrah	Praveen Kumrah	Demand Draft No. 078583 dated 31.12.2025 drawn on ICICI Bank Limited Payable at USA
Indian Rs. 28,90,000/- (Indian Rupees twenty-eight lakhs and ninety thousand only)	Dr. Narin Sehgal	THDPL	Demand Draft No. 725715 dated 05.01.2026 drawn on RBL Bank payable at par at all branches
Indian Rs. 40,00,000/- (Indian Rupees Forty Lakhs only)	Dr. Narin Sehgal	THDPL	Demand Draft No. 725716 dated 05.01.2026 drawn on RBL Bank payable at par at all branches
Indian Rs. 40,00,000/- (Indian Rupees Forty Lakhs only)	Dr. Narin Sehgal	THDPL	Demand Draft No. 725714 dated 05.01.2026 drawn on RBL Bank payable at par at all branches

Copies of the above said Demand Drafts are annexed herewith as **Annexure-D (COLLY)**.

4. All the above-mentioned Demand Drafts issued in favour of parties



of the Second Part and Third Part have been handed over to their attorney Shri Davinder Singh Yadav at the time of execution of this settlement deed. Above mentioned Demand Draft issued in favour THDPL has been handed over to its attorney Shri Abhishek Sharma at the time of execution of this Settlement Agreement.

5. That the parties have with the assistance of the Mediator executed a Settlement Deed dated 06.01.2026 on the terms as detailed therein, which is annexed herewith as **ANNEXURE-E**.

6. That simultaneous to the execution of this settlement deed parties hereto shall sign application under Order 23 Rule 1 CPC and their respective affidavits in support thereof, with a request to Hon'ble Delhi High Court to pass a decree in CS (OS) No. 1034 of 2011, and CS (OS) No. 2601 of 2011 on the basis of this settlement deed. Said application and affidavits shall be signed by Shri Davinder Singh Yadav on behalf of parties of Second Part and Third Part as their attorney on the basis of above-mentioned Power of Attorneys.

7. Shri Davinder Singh Yadav shall appear on behalf of parties of Second Part and Third Part before Hon'ble Court in above mentioned suit as and when required. Shri Abhishek Sharma shall appear on behalf of THDPL before Hon'ble Court in above mentioned suit as and when required. Parties of First Part and Sehgal shall also appear before Hon'ble Court in above mentioned suit as and when required.

8. Parties hereto shall request Hon'ble Court to pass appropriate orders in view of this Settlement Deed for refund of court fee under section 16 of the Court Fees Act, 1870.

9. Parties of the Second Part and Parties of the Third Part shall have no objection if original documents pertaining to East Patel Nagar Property filed in Court are returned to Parties of First Part. All power of attorneys executed in favor of Shri Davinder Singh Yadav (Aadhar No. 3567 6362 4726) Son of Shri Karamveer Singh Yadav Resident of House No. A-65, Rajeev Nagar, Begampur, Nithari, North West Delhi, Delhi-110086, in original shall be handed over to the Parties of the First Part after the execution of Relinquishment Deed in favor of the Parties of the First Part.

10. None of the Parties hereto shall have any objection if original documents pertaining to Meera Bagh Property filed in Court are returned to Parties of Fifth Part.



11.The Parties of the Second and Third Part through their above-named Attorney acting on basis of above-mentioned Power of Attorneys s all render necessary assistance, if required, to the Party of First Party for converting the East Patel Nagar Property from lease-hold to free-hold and sign documents required for the said purposes.

12. All disputes and differences between the parties hereto stand fully & finally settled in terms of this deed and except crediting of aforesaid payment in the bank accounts of respective parties for which Demand Drafts have already been handed over as stated above none of the parties is left with any claim against any other party to this deed in respect of East Patel Nagar Property and/or Meera Bagh Property.

13.The parties agree that the contents of the present Settlement Agreement have been fully explained to the parties, who are the signatories to this Settlement Agreement and the said signatories have fully examined and considered the said terms and conditions and have given their consent with their own freewill, volition and without any pressure, coercion or influence in any form.

14.That the contents of the present settlement agreement have been read over to both the parties in their vernacular language by the mediator and the parties have understood and agreed to the same.

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

16.That the parties undertake before the Hon'ble High Court of Delhi to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in the future.”

4. During the pendency of both the suits, the parties were referred to the mediation which has yielded fruits. The parties have bridge the differences and settled the disputes. The Settlement Deed dated 08.01.2026 has been taken on record.

5. The suits stands decreed in terms of the Settlement Deed. Let a



decree-sheet be drawn up by the Registry accordingly.

6. The next date before the Joint Registrar i.e. 03.02.2026 stands cancelled.

AVNEESH JHINGAN, J

JANUARY 28, 2026/Pa