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

+ **CS(OS) 826/2024 & I.A. No. 15485/2026**

SHANTI PRAKASH TRIPATHI & ANR.Plaintiffs

Through: Mr. Akshay Bhandari, Adv. (Through
VC)

versus

SATYA PRAKASH TRIPATHIDefendant

Through: Mr. Pawan Bhushan and Mr.
Shushant Rao Bontha, Advs.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **29.05.2026**

I.A. No. 15485/2026

1. The present application has been filed jointly on behalf of the plaintiffs and defendant, under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), for decreeing the suit in terms of the Settlement Agreement executed between the parties and forming part of the present application.

2. The instant suit had been filed by the plaintiffs seeking partition *qua* the estate of Late Prof. Satya Deo Tripathi. There is a further prayer for permanent injunction with respect to the property bearing No. 93, *Sahyog Apartments, Mayur Vihar, Phase-1, Delhi, 110091*, admeasuring *1000 sq. ft. (approx.)*, having 3 bedrooms, and other movable properties in the form of assets lying in bank accounts, Fixed Deposits ("FDs"), etc., and thereby



seeking directions to the defendant for rendition of accounts.

3. Learned counsels for the parties submit that the parties are real brothers and the only legal heirs of Late Prof. Satya Deo Tripathi and his wife, Late Mrs. Prema Tripathi, both of whom died intestate on 19th June, 2022 and 09th September, 2015, respectively. Upon the demise of Late Prof. Satya Deo Tripathi, the parties inherited certain movable as well as immovable properties.

4. It is further submitted that the parties amicably resolved the disputes between them. The parties had entered into a family settlement to decide their respective shares. Thereafter, the parties entered into the Settlement Agreement, which records the shares of the parties in the way it was orally agreed upon by each of them. Thus, the Settlement Agreement, forming part of the present application, records the terms and conditions of the family settlement already agreed between the parties.

5. Learned counsels for the parties submit that the amicable settlement as incorporated in the present application has been arrived at and agreed by the parties voluntarily, with free will and without any pressure, whatsoever.

6. It is further submitted that the parties have arrived at the Settlement Agreement without any coercion, undue influence, or misrepresentation, to maintain peace, harmony and cordial relations within the family, and to not have any animosity amongst one another.

7. Accordingly, by way of the present application, the Settlement Agreement between the parties is sought to be placed on record, and it is submitted that the present suit be decreed in terms of the aforementioned Settlement Agreement.

8. At this stage, this Court notes that the terms of the Settlement



Agreement, as forming a part of the present application, provides as under:

8.1. All the moveable and immovable assets of Late Prof. Satya Deo Tripathi and Late Mrs. Prema Tripathi are to be divided equally amongst the parties to the instant suit, each having 1/3rd share thereto.

8.2. The ownership of all the immovable assets shall vest equally amongst the parties to the suit, with each party having 1/3rd share therein, with terms of usage enumerated as under:

“xxx xxx xxx

Agreed Terms of Usage of Immovable Properties

S.No.	Immovable Asset	Implementation
1.	Property at Prayagraj, UP, bearing the address: 932/160, Sohbatibagh, Prayagraj, Uttar Pradesh - 211006	- From the Agreement Date, signed and legally adopted, Mr. Shanti Prakash Tripathi and Mr. Dhruv Prakash Tripathi will jointly have exclusive right over this property, live in it and use it the way they want without any interference from Dr. Satya Prakash Tripathi. - Both Mr. Shanti Prakash Tripathi and Mr. Dhruv Prakash Tripathi will bear the entire responsibility of this property such as paying its maintenance charges, property tax, give it on rent partially/fully and use the rent money the way they want without sharing it with Dr. Satya Prakash Tripathi, and carry out repair



		and renovation work as per the requirements from time to time so that it does not suffer any permanent damage, etc. • This property cannot be sold without consent of all the three parties.
2.	Property at Mayapuri Vihar, Delhi, bearing the address: 93, Sahyog Apartments, Mayapuri Vihar, Phase I, Delhi – 110091.	• From the Agreement Date, signed and legally adopted, Dr. Satya Prakash Tripathi will have exclusive right over this property, live in it and use it the way he wants without any interference from either Mr. Shanti Prakash Tripathi or Mr. Dhruv Prakash Tripathi. • Dr. Satya Prakash Tripathi will bear the entire responsibility of this property such as paying its maintenance charges, property tax, give it on rent partially/fully, and use the rent money the way he wants, without sharing it with either Mr. Shanti Prakash Tripathi or Mr. Dhruv Prakash Tripathi, and carry out repair and renovation work as per the requirements from time to time so that it does not suffer any permanent damage, etc. • This property cannot be sold without the consent of all the three parties.

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8.3. Further, it is agreed that the defendant, i.e., Satya Prakash Tripathi shall, within 30 days from the passing of the final decree, transfer the total rental income of Rs. 2,72,000/- (Rupees Two Lakhs Seventy-Two Thousand Only), collected from July 2023 to April 2026, to the plaintiffs, i.e., Dhruv Prakash Tripathi and Shanti Prakash Tripathi, after deducting a sum of Rs. 31,800/- (Rupees Thirty-One Thousand and Eight Hundred Only) towards the amount spent on maintenance and other incidental expenses. The said amount shall thereafter be utilised by the plaintiffs towards carrying out repair and maintenance works in respect of the property at Prayagraj.

8.4. It is further agreed that the rental money will continue to be collected in the same bank account, where the tenant is currently depositing the rent for the property at Prayagraj, until the month the Settlement Agreement is decreed



in a suit. After the final decree, the tenant will be notified to deposit the monthly rent into the plaintiffs' bank account in India, i.e., bank account of either Mr. Shanti Prakash Tripathi or Dhruv Prakash Tripathi.

8.5. Further, the movable assets have been agreed to be divided between the parties, in the following terms:

“XXX XXX XXX

Section B: Division of all Movable assets

I. Division of money

The record of money (excluding interest money from fixed deposits and savings account money) inherited and received by the three parties, is given in Table 3 of the Appendix 1 below. After the Court issues its final decree based on settlement terms and conditions, it is agreed between the three parties that the process of claiming money from various banks, where there is no nominee, will be achieved in the following manner:

1. Dr. Satya Prakash Tripathi and Mr. Shanti Prakash Tripathi will give a No-objection Certificate (NOC) in the name of Mr. Dhruv Prakash Tripathi so that all the money from various bank accounts with no nominee gets transferred into Mr. Dhruv Prakash Tripathi's account in India. Dr. Satya Prakash Tripathi and Mr. Shanti Prakash Tripathi will provide all the additional documents, as required by Banks with no nominee, for this process. It will be the responsibility of only Mr. Shanti Prakash Tripathi and Mr. Dhruv Prakash Tripathi to visit every bank physically, along with all the necessary documents as required by the banks, for claiming the money. NOC's and all the necessary documents will be given after the Decree is issued by the court and within 2 weeks of all the three siblings meeting in Delhi for starting the process of implementation of the settlement agreement
2. After receiving all the money from various banks with no nominee into his account, Mr. Dhruv Prakash Tripathi will provide a detailed rendition of the account and share the record of money received into his account, update Table 2 and Table 3 in the Appendix 1, and share these updated tables with



the other two parties, indicating the final exact total amount of money available for division between the three parties.

3. From the total amount of money received by Mr. Dhruv Prakash Tripathi into his account, an amount of Rs. 16 lakhs will first be transferred into the account of Mr. Shanti Prakash Tripathi by Mr. Dhruv Prakash Tripathi. The remaining total amount will be divided between the parties as per consensus.
4. The money lying in savings account in Bank of America (BOA) will be enquired into by Mr. Shanti Prakash Tripathi and then its details will be shared with the other two parties. If it is financially viable to collect that money, then he will proceed by staking claim over it following the due procedure, receive it in his account, and divide equally the entire money between the three parties. Otherwise, the money in that account may be surrendered.
5. The final calculation of money available for division will be done after receiving updated Tables 1, 2 and 3 in Appendix 1 from Mr. Dhruv Prakash Tripathi. Then 1/3rd share of money for each of the parties will be determined. It will be the responsibility of Mr. Dhruv Prakash Tripathi to transfer the respective share money into the individual accounts of Dr. Satya Prakash Tripathi, Mr. Shanti Prakash Tripathi and Mr. Dhruv Prakash Tripathi, after deducting the money already received by each one of them as per updated Tables 1, 2 and 3. The transfer of money by Mr. Dhruv Prakash Tripathi should be completed within 30 days after receiving all the money into his account from all Banks where there is no Nominee.

II. Division of Jewellery

6. All the jewellery items, as shown in pictures under Appendix 2, and retrieved from the locker at the Punjab National Bank, Prayagraj, by the



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Nominee, namely, Satya Prakash Tripathi, and presently in his custody, will be divided equally between the three parties, using the current monetary valuation of all the jewellery items. It will be done after the final decree is issued and legally adopted and within 2 weeks of all the three siblings meeting in Delhi for beginning the process of implementation of the settlement agreement.

The distribution of various jewellery items between them will be decided as follows:

1. While dividing the jewellery items, it is agreed that the 4 Gold Bangles (picture 1), Necklace aka Sitarami (picture 2), Necklace set (picture 3), Mangalsutra (picture 4), and Kangan (picture 5) will be given to Mr. Dhruv Prakash Tripathi.
2. The distribution of the remaining jewellery items will be decided mutually between the three parties.
3. Since the monetary value of jewellery received by Mr. Dhruv Prakash Tripathi will exceed 1/3rd share of total monetary value of all jewellery items, he shall compensate, in cash, to Dr. Satya Prakash Tripathi and Mr. Shanti Prakash Tripathi in order to achieve the equal distribution of all the jewellery items based on their monetary values at the time of division.

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9. This Court has perused the terms of the Settlement Agreement as elucidated in the present application, and finds no impediment in decreeing the suit in terms thereof.

10. Accordingly, with the consent of the parties, a consent/compromise decree is hereby passed in terms of the Settlement Agreement and the following directions are issued in this regard:



- i. The parties are hereby bound by the aforesaid Settlement Agreement, and they shall abide by the terms and conditions, as set out therein.
- ii. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Settlement Agreement.
11. Accordingly, the suit is decreed in terms of the Settlement Agreement, entered into between the parties as occurring in the present application, which shall form part of the decree.
12. Let decree sheet be prepared by the Registry, in accordance with the aforesaid consent terms between the parties.
13. The present suit, along with present application, is accordingly disposed of in the aforesaid terms.
14. The next date of 21st July, 2026 before the Joint Registrar (Judicial), stands cancelled.

MINI PUSHKARNA, J

MAY 29, 2026/KR