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

+ **CS(OS) 778/2025**

NAMITA RANGANATHAN

.....Plaintiff

Through: Mr. Abhyudaya Shishodia, Adv.

versus

TARINI MANIK

.....Defendant

Through: Mr. Kuber Dewan, Ms. Neeharika Aggarwal & Mr. Kaustubh Srivastava, Adv.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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24.04.2026

CS(OS) 778/2025

1. This suit was filed for declaration, partition, rendition of accounts and permanent injunction in respect of the estate of late Mr. T.C.A Jayant.
2. The parties were referred to mediation during the pendency of the suit. The mediation has yielded fruits and parties have settled the dispute vide settlement agreement dated 09.04.2026. The terms of the settlement agreement reads as follows:

“NOW, THE FOLLOWING AGREEMENT HAS BEEN ARRIVED AT BETWEEN THE PARTIES HERETO:

1. The Third Party acknowledges and confirms that she has absolutely no right, title or interest of any nature whatsoever in the Munirka Properties, including on account of any claim to reside in a 'Matrimonial Home". The Third Party further agrees to vacate and hand over the vacant and peaceful possession of the Munirka Properties in a habitable and structurally sound condition to the First and Second Party, on or before



15.05.2026 positively without reference to completion of all other steps under this Agreement.

2. The financial estate of Mr TCA Jayant shall be divided in the following manner:

- a) From out of the total financial estate, the Third Party shall be entitled to a sum of INR 4,51,073/- (Rupees Four Lakhs Fifty One Thousand Seventy Three Only) being the *ex-gratia* amount awarded by Meltwater and credited to the SBI Savings Bank account number 00000030521829238 of Mr TCA Jayant.
- b) From the balance estate, it is broadly agreed that the Third Party shall be entitled to 75% of the value and the First Party shall be entitled to 25%.

3. The Parties acknowledge that the First Party and Third Party are each in receipt of the following sums from out of Schedule I properties:

a) Value received by the Third Party:

<i>SR NO.</i>	<i>ITEM</i>	<i>AMOUNTS</i>
1.	HDFC Life Sanchay Par Advantage Life Insurance Policy	INR 52,21,565
	HDFC Life Guaranteed Pension Plan Life Insurance Policy	
	HDFC Life Sanchay Plus Life Insurance Policy	
2.	Mutual Funds and Stocks, including Deserv Mutual Fund (Third Party's Portfolio)	INR 1,03,78,435
3.	Meltwater Insurance Settlement	INR 30,00,000
4.	Digital Gold (amounts sold by Third Party)	INR 2,12,394
TOTAL		INR 1,88,12,394

b) Value received by First Party:



<i>SR NO.</i>	<i>ITEM</i>	<i>AMOUNTS</i>
1.	Meltwater Insurance Settlement	INR 30,00,000

4. The balance undivided amounts, still lying in the name of Late Mr TCA Jayant, are the following:

<i>SR NO.</i>	<i>ITEM</i>	<i>AMOUNTS</i>
1.	SBI Savings Bank Account no. 00000030521829238	INR 33,24,878
2.	SBI PPF Account no. 10596760922	INR 30,40,856
3.	IND Money Account no. 601171868 ("IND Money Account")	USD 20,458.72/- INR 19,35,370.36/- taking RBI reference rates as on 27.03.2026 (1 USD = INR 94.5988)
TOTAL		INR 83,01,104.36

5. With a view to arriving at a division of assets which is substantially in compliance with Clause 2 above, the Parties agree that the entitlement of the First Party in the above undivided amount shall be INR 44,15,606.34 (Rupees Forty Four Lakhs Fifteen Thousand Six Hundred and Six Rupees and Thirty Four Paise Only) and the entitlement of the Third Party shall be INR 38,85,498.02/- (Rupees Thirty Eight Lakhs Eighty Five Thousand Four Hundred Ninety Eight Rupees and Two Paise Only)

6. To this end, the Parties shall take the following steps:

a) In respect of the SBI PPF Account no. 10596760922 and SBI Savings Bank Account no. 00000030521829238, the Third Party agrees and confirms that the balances in the said accounts may be received by the First Party. The Third Party has contemporaneously executed No-Objection certificates in this behalf and undertakes to execute all further documents that may be required by SBI bank, including without limitation, any applications, affidavits, indemnity bonds etc and handover passbooks/unused cheque leaves/ATM card/STDR



Receipt (in original) and other such document/material pertaining to the accounts, so as to enable the First Party to receive the amounts from SBI bank.

b) In respect of the IND Money Account, the First Party agrees and confirms that the balances in the said accounts may be received by the Third Party. The First Party has contemporaneously executed a No-Objection certificate in this behalf and undertakes to execute all further documents that may be required by IND Money Private Limited ("**Service Provider**"), including without limitation, any applications, affidavits, indemnity bonds etc so as to enable the Third Party to receive the amounts from the Service Provider.

c) The First Party shall transfer a sum of INR19,50,128/- (Rupees Nineteen Lakhs Fifty Thousand One Hundred Twenty Eight Only) to the bank account of the Third Party as follows:

(i). 50% of the amount within a week of the Third Party vacating and handing over the vacant possession of the Munirka Properties, irrespective of whether the First Party has received the estate amounts from SBI bank.

(ii). 50% of the amount within a week of the First Party receiving the entire estate amounts from SBI bank.

d) The Parties acknowledge that the transfer of the amounts in terms of Clause 6(c) by the First Party to the Third Party shall constitute full discharge of the obligations of the First Party under this Agreement, and any minor variations on account of change in values due to foreign exchange or stock price variations or accrued interest shall not be considered material.

7. Within one week from the date of the execution of this Agreement, the Third Party shall make available to the First and Second Party personal effects of Mr TCA Jayant, such as for instance, clothing, books, sporting equipment etc, to enable them to select a few items of their choice for keeping as memorabilia/keepsakes.

8. The Parties agree that the Suit titled *Namita Ranganathan v Tarini Manik* before the High Court of Delhi [CS(OS)



778/2025] be decreed in terms of the present Agreement at the Application under Rule 22(3)(i) of the Delhi Maintenance and Welfare of Parents and Senior Citizens Rules, 2009 read with the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 before the District Magistrate, South Delhi District titled *Namita Ranganathan & Anr v Tarini Manik* [Case No.17 /2026] may also be disposed of in terms of the present Agreement.

9. Upon full and complete the execution and timely implementation of provisions of this Agreement as per the terms agreed herein, the Parties agree that they shall have no further claims, demands or rights against each other in respect of the estate of Mr TCA Jayant and/or the Munirka Properties, and that the Third Party shall have no further claims of reimbursement, maintenance or any kind of financial / other support from the First and/or the Second Party, whatsoever. Each Party hereby fully releases, acquits and forever discharges the other Parties from any and all actions, claims, suits, demands, dues, proceedings, liabilities or causes of action of whatever nature, whether in law, equity, contract, custom, or otherwise, that have been made, may have been made, or could have been made in relation thereto before any court, tribunal, judicial/ governmental/statutory authority or other forum whatsoever. Each of the Parties further agrees and states that this present settlement has been entered into by each of them voluntarily and subject to discharge of obligations under this Agreement, that the Parties shall not raise any claim or initiate any proceedings against each other in respect of the matters forming the subject matter of this Agreement.

10. The Parties agree that in keeping with the spirit of the settlement arrived at between the Parties, they will not disclose the contents/terms of the present Agreement to any non-signatory to the present Agreement, except where such disclosure is required to be made under law and/or to their advisors, including their lawyers and/or accountants and the like, and will not make any derogatory, slanderous or disparaging remarks against each other, either orally or in writing, publicly or on any social media platforms.

11. If any provision of this Agreement shall for any reason be or become illegal, invalid, or unenforceable, in whole or in



part, such provision shall be deemed to form part of this Agreement. The same shall not affect the validity or enforceability of the remaining provisions of this Agreement which shall remain in full force and effect. The Parties agree to negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the Parties' intent in agreeing to such illegal, invalid, or unenforceable provision.

12. For the purposes of this Agreement:

a) each Party represents and warrants to the other that the execution, delivery and performance of its obligations under this Agreement do not and will not contravene any law, regulation, order, judgment or decree applicable to it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it (or any of its assets), and/or similar or other obligations with any person or entity.

b) The Third Party represents and warrants to the other Parties that:

(i). the assets as listed in Schedule I hereof, are a true, complete and accurate listing of all the assets that form part of Mr TCA Jayant's estate as of the date of execution of this Agreement; there are no subsisting liabilities and nothing has been omitted, suppressed or concealed in this regard;

(ii). except as set forth in Schedule I hereof, there are no other assets that form part of Mr TCA Jayant's estate.

13. No alteration or variation of this Agreement shall take effect unless and until the same is in writing and signed by all the Parties.

14. Each Party shall bear its own costs and expenses, including legal fee, incurred in relation to the preparation, execution, performance and completion of this Agreement.

15. This Agreement can be executed in any number of counterparts by the Parties and shall have the same effect as if the Agreement was executed in *toto* by the Parties in the same document.”



I.A. 11446/2026

3. This joint application is filed under Order XXIII Rule 3 & 3A read with section 151 of CPC, 1908 for disposal of the suit by decreeing it in terms of the settlement agreement.
4. The application is allowed.
5. The suit is decreed in terms of the settlement dated 09.04.2026.
6. Let a decree-sheet be drawn up by the Registry accordingly.
7. The next date of hearing in the suit stands cancelled.

AVNEESH JHINGAN, J

APRIL 24, 2026

'JK'