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

+ **CS(OS) 939/2025, I.A. 32116/2025 & I.A. 5174/2026**

TARA CHAND JALAN AND ANR.Plaintiffs

Through: Ms. Rachna Agrawal, Adv.
Mob: 9899007471
Email: agrawal_rachna@yahoo.in

versus

SURESH KUMAR JALAN AND ORS.Defendants

Through: Ms. Vandana Bhatnagar, Adv.
Mob: 9910008879
Email:
[vandana_bhatnagar_2004@yahoo.co](mailto:vandana_bhatnagar_2004@yahoo.com)
[m](mailto:vandana_bhatnagar_2004@yahoo.com)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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25.02.2026

CS(OS) 939/2025 & I.A. 5174/2026

1. The present is a joint application on behalf of the plaintiffs and the defendants, under Order XXIII Rules 3 and 3A, read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), for passing of a decree on the basis of the Memorandum of Family Settlement dated 06th June, 2025.
2. The captioned suit has been filed seeking declaration and permanent injunction, pursuant to a Memorandum of Family Settlement dated 06th June, 2025, in respect of immovable properties forming part of estate of the common ancestor of the parties.
3. It is submitted that since the parties herein are closely related, the matter was discussed between the parties, subsequent to the filing of the present suit and due to intervention of their well-wishers and relatives, the



parties agreed to settle the matter in terms of the Oral Family Settlement dated 30th November, 2019.

4. It is, thus, submitted that the matter stands settled by and between the parties on the terms, as were agreed upon on 30th November, 2019 *vide* the Oral Family Settlement, which have been duly recorded in the Memorandum of Family Settlement dated 06th June, 2025. The terms of the settlement between the parties, as provided in the present application, are reproduced as under:

“xxx xxx xxx

i) That the Parties do hereby agree, accept and confirm that Smt. Anchi Devi Jalan was the owner of two properties which she had acquired as per under:-

a) Flat No.308, measuring 1356 sq. ft. carpet area along with Garage No.22, admeasuring 185 sq. ft., Mansarover Co-operative Housing Society Ltd., Plot No.6 & 7, BhausahabHie Marg (formerly known as Mount Pleasant Road), Near Chief Minister Bungalow, Malabar Hill, Mumbai-400006, having acquired by Smt. Anchi Devi Jalan, wife of late Shri Amar Chand Jalan having enrolled as Member of Mansarover Co-operative Housing Society Ltd. under Registration No.BOM/ HSG/946 (by way of issuance of five shares of Rs.50/- bearing Distinctive Nos.146 to 150 Certificate No.73 and FolioNo.77 **hereinafter referred to as Property No.1.**

b) Built-up property measuring 2053 sq. yds., situated at Ward No.10, Sikar Rajasthan, having purchased by Smt. Anchi Devi Jalan, wife of late Shri Amar Chand Jalan vide four Sale Deeds dated 25.02.1965, 03.04.1965 08.09.1975 and 27.01.1975 read with Deed of Confirmation dated 20.05.1965, all registered in the office of Sub-Registrar, Sikar, Rajasthan **hereinafter referred to as Property No.2.**

ii) That the Parties do hereby agree and accept that a freehold built-up Property No.No.G-6, measuring 600 sq. yds.,



situated at New Delhi South Extension Part-II, New Delhi (hereinafter referred to as the Property No.3) was acquired by way of Purchase by (i) Smt. Narayani Devi Jalan, wife of Shri Radha Krishan Jalan(ii) Mrs. Gita Devi Jalan, wife of Shri Gouri Shankar Jalan(iii) Smt. Savitri Devi Jalan wife of Shri Tara Chand Jalan and (iv) Mr. Kanta Devi Jalan wife of Shri Suresh Kumar Jalan vide duly registered Sale Deed dated 22.05.1972, having 1/4th undivided share each.

iii) That the Parties do hereby agree, accept and confirm that during her lifetime Smt. Anchi Devi Jalan had executed her last WILL and Testament dated 03.07.1986 which was duly registered, by virtue of which she had bequeathed her two properties as per under:-

- a) **Property No.1** - Jointly in favour of her two sons namely Shri Tara Chand Jalan and Shri Suresh Kumar Jalan.
- b) **Property No.2** - Jointly in favour of her three sons namely Shri Gouri Shankar Jalan, Shri Tara Chand Jalan and Shri Suresh Kumar Jalan and also in favour of HUF of her pre-deceased Son Shri Radha Kishan Jalan.

iv) That the Parties do hereby agree, accept and confirm that Smt. Anchi Devi Jalan unfortunately died on 07.01.1993 and on her death, her Last WILL and Testament dated 03.07.1986 became operative. The Parties also do hereby declare and accept that Smt. Anchi Devi Jalan had not executed any WILL subsequent to WILL dated 03.07.1986.



and further that there have never been any dispute or litigation with regard to legality, validity and authenticity on her last WILL dated 03.07.1986.

- v) That the Parties do hereby agree, accept and confirm that thus Shri Gouri Shankar Jalan, Shri Tara Chand Jalan and Shri Shri Suresh Chand Jalan, HUF of pre-deceased Son Shri Radha Kishan Jalan and the wives of the aforesaid four sons became the owner of all the three properties referred to above in the manner and to the extent as aforesaid.
- vi) That the Parties do hereby agree, accept and confirm that thereafter, one of the sons Shri Gouri Shankar Jalan died on 27.02.1995 and his wife Smt Gita Devi Jalan also died on 02.10.2015. Further Smt. Narayani Devi Jalan, wife of late Shri Radha Kishan Jalan, also died on 07.12.2009.

Shri Radha Kishan Jalan and his wife Smt. Narayani Devi Jalan died intestate leaving behind three sons and one daughter who are Defendants No.6 to 8 herein. Further Shri Gouri Shankar Jalan and his wife Smt Gita Devi Jalan also died intestate leaving behind one son and one daughter who are Defendants No.3 and 4 herein.

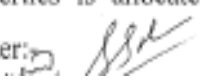
The third son Shri Tara Chand Jalan and his wife Smt. Savitri Devi Jalan are alive who are Plaintiffs No.1 & 2 herein and fourth son Shri Suresh Kumar Jalan and his wife Smt. Kanta Devi Jalan are also alive who are Defendants No.1 & 2 herein.

- vii) That the Parties do hereby agree, accept and confirm that in view of the aforesaid subsequent developments and

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inheritance by succession etc. the Parties, for better use and enjoyment of the aforesaid three properties, entered into an Oral Family Settlement dated 30.11.2019, the terms of which, in order to avoid any dispute or differences, were reduced into writing in the form of Memorandum of Family Settlement executed by all the parties on 06.06.2025. The said Memorandum of Family Settlement dated 06.06.2025 is being placed on record alongwith this application as **Document-'A'**.

- viii) That the Parties do hereby agree, accept and confirm that the Oral Family Settlement dated 30.11.2019 was effected in between the parties out of their own freewill and further that the terms of such Oral Family Settlement as recorded in the Memorandum of Family Settlement dated 06.06.2025 are valid and binding on the parties hereto as also on their successors and the persons who may be claiming under them.
- ix) That the Parties do hereby agree, accept and confirm the terms of Memorandum of Family Settlement dated 06.06.2025 and further undertake to abide by the terms thereof including the terms as contained in Clause 5, 6 and 7 thereof i.e. by executing any other or further document at the request of either of the party which may be required in order to confer, legal, perfect and marketable title in respect of the share allotted to such Party.
- x) That the Parties do hereby agree, accept and confirm that the share in said three properties is allocated/settled in favour of the parties as per under:  Savit



<i>Property Description</i>	<i>Party Name</i>	<i>Percentage</i>
<u>PROPERTY NO.1:</u> Flat No.308, measuring 1356 sq. ft. carpet area along with Garage No.22, admeasuring 185 sq. ft., Mansarover Co-operative Housing Society Ltd., Plot No.6 & 7, BhausahabHie Marg (formerly known as Mount Pleasant Road), Near Chief Minister Bungalow, Malabar Hill, Mumbai-400006, having acquired by Smt. Anchi Devi Jalan, wife of late Shri Amar Chand Jalan having enrolled as Member of Mansarover Co-operative Housing Society Ltd. under Registration No.BOM/ HSG/946 (by way of issuance of five shares of Rs.50/- bearing Distinctive Nos.146 to 150 Certificate No.73 and FolioNo.77;	Settled in favour of:- Defendant No.3 Shri Kamal Kumar Jalan	100%
<u>PROPERTY NO.2:</u> Built-up property measuring 2053 sq. yds., situated at Ward No.10, Sikar Rajasthan, having purchased by Smt. Anchi Devi Jalan, wife of late Shri Amar Chand Jalan vide four Sale Deeds dated 25.02.1965, 03.04.1965 08.09.1975 and 27.01.1975 read with Deed of Confirmation dated 20.05.1965, all registered	Settled in favour of:- * Plaintiff No.1 Shri Tara Chand jalan, * Defendant No.1 Shri Suresh Kumar Jalan	25% (undivided share) 25% (undivided share)



in the office of Sub-Registrar, Sikar, Rajasthan;	* Defendant No.3 Shri Kamal Kumar Jalan	25% (undivided share)
	* Jointly in favour of Defendants No.5, 6 and 8	25% (undivided share)
<u>PROPERTY NO.3:</u>		
Freehold built-up property No.G-6, measuring 600 sq. yds., situated at New Delhi South Extension Part-II, New Delhi, having purchased by (i) Smt. Narayani Devi Jalan, wife of Shri RadhaKrishanJalan (ii) Mrs. Gita Devi Jalan, wife of Shri Gouri Shankar Jalan (iii) Smt. Savitri Devi Jalan wife of Shri Tara Chand Jalan and (iv) Mr. Kanta Devi Jalan wife of Shri Suresh Kumar Jalan vide duly registered Sale Deed dated 22.05.1972, having 1/4 th undivided share each.	Settled in favour of:-	
	* Plaintiff No.2 Smt. Savitri Devi Jalan,	35% (undivided share)
	* Defendant No.2 Smt. Kanta Devi Jalan	30% (undivided share)
	* Defendant No.6 Shri Raj Kumar Jalan	16.25% (undivided share)
	* Defendant No.8 Shri Prakash Chand Jalan	18.75% (undivided share)

The Parties and specifically the Defendant No.4 and Defendant No.7 do hereby agree, accept and confirm that the Defendants No.4 and 7 did not take any share in any of the property voluntarily and release and relinquish the same in favour of their respective brothers and further that they undertake to not to claim any share in future as well.

- xi) That the Parties do hereby agree, accept and confirm that each of the party has become absolute owner in respect of



the property/share allotted to him or her and shall be fully entitled to get the same mutated in his/her name and to use and enjoy the same as absolute owner thereof.

xxx xxx xxx”

5. Learned counsels for the parties jointly submit that the aforesaid settlement has been reached between the parties out of their own free will and without any pressure, coercion or duress.

6. The aforesaid statement is taken note of, and the parties are held bound by the same.

7. This Court has perused the settlement between the parties, and the Court is satisfied that the same has been arrived at between the parties, by following due procedure and after meeting the essentials as specified in Order XXIII Rule 3 of the CPC.

8. Accordingly, with the consent of the parties, a consent decree is hereby passed in terms of the Memorandum of Family Settlement dated 06th June, 2025, and following directions are issued in this regard:

I. The parties are hereby held bound by the aforesaid Memorandum of Family Settlement dated 06th June, 2025, and they shall abide by the terms and conditions as set out in the said Settlement.

II. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the present Memorandum of Family Settlement.

9. In view of the aforesaid, the present suit stands decreed in terms of the Memorandum of Family Settlement dated 06th June, 2025.

10. Let the decree sheet be prepared by the Registry, in accordance with the aforesaid consent terms between the parties. Additionally, let the



Memorandum of Family Settlement dated 06th June, 2025, be made part of the decree.

11. At this stage, learned counsel appearing for the plaintiffs prays for refund of Court Fees, in view of the settlement arrived at between the parties.

12. Considering the fact that the parties have arrived at settlement, and that the present suit is at a nascent stage, the Registry of this Court is directed to issue a Certificate of Refund of full Court Fees in favour of the plaintiffs.

13. With the aforesaid directions, the present suit, along with the pending applications, is disposed of.

MINI PUSHKARNA, J

FEBRUARY 25, 2026/SK