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

+ **CS(OS) 1955/2015**

PARAM NATT

.....Plaintiff

Through: Ms. Aastha Dhawan and Mr. Avichal Mishra, Advocates.

versus

KULDEEP SINGH & ORS

.....Defendants

Through: Mr. Kunal Kher and Mr. Manuj Gautam, Advocates for D-1 & D-3.
Mr. U.A. Rana and Mr. Himanshu Mehta, Advocates for D-2.
Ms. A. Dhingra and Mr. Akash Yadav, Advocates for D-4 to D-6.

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+ **TEST.CAS. 68/2015 & I.A. 14729/2015**

RAJINDER SINGH

.....Petitioner

Through: Mr. U.A. Rana & Mr. Himanshu Mehta, Advocates.

versus

STATE OF DELHI & ORS

.....Respondents

Through: Mr. Kunal Kher and Mr. Manuj Gautam, Advocates for R-2 and R-4.
Ms. Aastha Dhawan and Mr. Avichal Mishra, Advocates for R-3.

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+ **TEST.CAS. 76/2015 & I.A. 14286/2019**

SHRI PRABJOT SINGH

.....Petitioner



Through: Mr. Kunal Kher and Mr. Manuj
Gautam, Advocates.

versus

STATE & OTHERS

.....Respondents

Through: Mr. U.A. Rana & Mr. Himanshu
Mehta, Advocates for R-4.
Ms. Aastha Dhawan and Mr. Avichal
Mishra, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

02.02.2026

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CS(OS) 1955/2015

1. This suit was filed with a prayer for declaring the plaintiff as a 1/4th owner of the properties owned by her late father Shri Kartar Singh and challenging the wills dated 25.11.2013 and 30.07.2014.
2. During the pendency of the suit, the parties were referred to mediation which has yielded fruits. The parties have bridged their differences and settled the disputes.
3. The terms and conditions of the Settlement are reproduced below:

“1. That the '*Parties*' who are all related being family members and legal heirs Late Shri Kartar Singh have mutually agreed to the division of the movable and immovable properties/assets of Late Shri Kartar Singh amongst them as per the following respective shares:

a) It is unanimously agreed amongst all the parties herein that 1/3rd share of Late Sh. Kartar Singh in the Company, *Green Finance (I) Private Limited*, which owns the property bearing No. K-14, Hauz Khas Enclave, New Delhi, and the properties situated at Village Sultanpur and Mehrauli, which have been notified to be acquired by the DDA/Government,



but in respect of which no compensation has been received/accepted till date shall be divided in the following manner:

S.No.	Party details	Share
1.	First Party, namely Shri Parbhjot Singh	70% of the 1/3 rd share (which is equivalent to 23.33% share)
2.	Second party, namely Shri Kuldeep Singh	No share in view of the share being given to his son, Mr. Prabhjot Singh
3.	Third Party, namely, Shri Rajinder Singh	15% of the 1/3 rd share (which is equivalent to 5 % each)
4.	Fourth Party, namely, Ms. Param Natt	15% of the 1/3 rd share (which is equivalent to 5 % each)

b) It is further unanimously agreed amongst all the Parties that any proposal for sale, transfer, conveyance, monetisation or alienation of (i) the aforesaid 1/3rd share in the property situated at K-14, Hauz Khas Enclave, New Delhi, and/or (ii) any compensation, sale proceeds, or receivables arising from the notified lands situated at Village Sultanpur and Mehrauli, shall be undertaken strictly with complete transparency amongst the Parties.

No Party shall independently negotiate, accept, or finalise any terms relating to the sale of the said assets or their respective apportioned share therein without prior written consent of all the other Parties. All communications, offers,



proposed terms and conditions, draft agreements, purchaser details, consideration amounts, valuation reports, and related documents shall be promptly and fully disclosed to each Party.

The Parties further agree that no consent shall be granted for any sale unless the proposed consideration reflects the prevailing fair market valuation. Under no circumstances shall the 1/3rd share, or any part thereof, be sold or agreed to be sold at a price below the fair market value.

All decisions concerning any sale, transfer, or receipt of compensation in relation to the said assets shall be taken unanimously and formalised in writing. No sale, transfer document, agreement to sell, or acceptance of compensation shall be binding or acted upon unless expressly approved in writing by all the Parties.

It is further agreed that the Fourth Party shall be entitled to participate in and finalise all sale-related decisions through her duly authorised representative and/or Power of Attorney holder, whose written acts, approvals, and confirmations shall constitute valid and binding consent for the purposes of this Agreement.

c) It is also unanimously agreed that the 7.5% shareholding of Late Sh. Kartar Singh in **Eagle Theatres**, (A Partnership firm) which owns the property Plot No. H-10, Connaught Place, New Delhi -110001, commonly known as Plaza Cinema Building, shall be divided in the following manner:

S.No.	Party details	Share
1.	First Party, namely Shri Parbhjot Singh	55% of (which is equivalent to 4.125% share in the firm).
2.	Second party, namely Shri Kuldeep Singh	No share in view of the share being given to his son, Mr. Prabhjot



		Singh
3.	Third Party, namely, Shri Rajinder Singh	25% of 7.5% share (which is equivalent to 1.875% share in the firm).
4.	Fourth Party, namely, Ms. Param Natt	20% of 7.5% share (which is equivalent to 1.5% share in the firm).

f) It is further unanimously agreed that the **First Party** shall be entitled to 55% of 7.5% share in partnership firm Falcon Equipments, whereas the Third Party and Fourth Party shall be entitled to 25% and 20% share respectively of the 7.5% share of Late Sh. Kartar Singh in the firm Falcon Equipments.

g) It is also agreed unanimously that the **First Party** shall be entitled to 55% of the funds/amounts lying in all the Bank accounts - saving accounts and fixed deposits, of Late Shri Kartar Singh, whereas the Third Party and Fourth Party shall be entitled to 25% and 20% respectively, of the said amounts lying in Bank accounts-saving accounts and fixed deposits of Late Shri Kartar Singh.

h) The **Second Party** hereby ratifies, confirms and declares that he is not claiming any right, title, or interest in any of the movable or immovable assets of Late Shri Kartar Singh, in view of the share being given to his son, i.e. the First Party herein and further acknowledges and accepts the division of such movable and immovable assets as set out between the First Party, the Third Party, and the Fourth Party under the present agreement.

2. That the FIRST PARTY and THIRD PARTY shall hereafter unconditionally withdraw the Test. Case No. 76 of 2015 and Test Case 68 of 2015 filed by each of them and



which are pending before the Hon'ble Delhi High Court, while the suit filed by the FOURTH PARTY being - CS (OS) 1955 of 2015 shall get decreed in terms of this Settlement Agreement, declaring the entitlement of respective shares of each of the parties as have been agreed to with respect to the above mentioned moveable and immoveable properties.

3. The FIRST PARTY and THIRD PARTY shall further give a Statement to the effect while withdrawing their claim in their respective Testament Cases that henceforth they renounce / give up all other claims, rights and title and interests in the abovementioned moveable and immoveable properties for all times to come in lieu of shares received and mentioned in this Settlement Agreement which Settlement shall form part of the CS (OS) 1955 of 2015 filed by the FOURTH PARTY and that their legal heirs, representatives, nominees, successors, assigns and administrators shall be bound by such statement and terms of this Settlement Agreement. The FOURTH PARTY shall also give a statement to the effect that the shares agreed to, unanimously, by all the parties shall be full and final and that he shall also renounce / give up all other claims, rights and title and interests in the abovementioned moveable and immoveable properties for all times to come in lieu of shares received and mentioned in this Settlement Agreement and that his legal heirs, representatives, nominees, successors, assigns and administrators too shall be bound by such statement and the terms of this settlement.

4. It is also agreed that the FOURTH PARTY, who is the Plaintiff in CS (OS) 1955 of 2015, shall be free to seek refund of court fees paid in the said case by her, as per law and the other parties would have no objection to the same.

5. That all the differences between the Parties duly stands resolved after the execution of this Settlement Agreement and upon withdrawal of the Testament Case Nos. 76 of 2015 and 68 of 2015 and upon decreeing of the OS (OS) 1955 of 2015 in terms of this Settlement Agreement as agreed herein.

6. Further, each of the Parties shall do all acts, things and deeds which include, but are not limited to, getting their



statement recorded before the Hon'ble Delhi High Court in furtherance to this Settlement, and to ensure the implementation of this Settlement by transferring of shares in favour of the respective parties as per their entitlement as agreed hereinabove and shall further execute or do or cause to be done or execute all such lawful acts, deeds and things for further and for more perfectly completing / finalizing this Settlement, in the manner as aforesaid, according to the true intent and meaning of this Agreement, including but not limited to executing Affidavit(s), Relinquishment Deed, No Objection(s), signing application(s), form(s), permission(s), etc. and for facilitating change of name in government records/conversion of land etc., as and when required.

7. That the Parties and their legal heirs, representatives, nominees, successors, assigns and administrators, covenant to perform and observe strictly the terms and conditions enumerated in this Agreement and further, consensually and unanimously agree to remain bound by this Settlement arrived at after unanimous consent of all the parties, for all times to come and to not to challenge this settlement before any forum / court of law / tribunal at any point of time on whatever grounds.

8. All the expenses towards execution of the terms of this Settlement, if any, shall be borne by the respective parties in terms of their respective share entitlements.

9. This Settlement Agreement contains the entire understanding between the Parties and no amendment thereof shall be recognized/ permitted unless duly signed and affirmed to that effect by the Parties, while specifically referring to the present Settlement Agreement.

10. The Parties confirm that this Settlement Agreement is entered between the Parties of their own free will & volition and has been entered without reliance upon any statement, representation, promise, inducement or agreement not expressly contained herein.”

4. In view of the above, the suit stands decreed in terms of the



Settlement. Let a decree-sheet be drawn up by the Registry accordingly.

I.A. 1059/2026

5. This application is filed for refund of the court fee.
6. Since the matter has been settled, keeping in mind the spirit of Section 89 CPC and in terms of Section 16 of the Court Fees Act, let the court fee be refunded to the plaintiff in accordance with Rule.
7. The application is accordingly allowed.

TEST.CAS. 68/2015 & TEST.CAS. 76/2015

8. In view of the settlement between the parties, learned counsel for the plaintiff seeks permission to withdraw the suits.
9. The suits are accordingly withdrawn.

AVNEESH JHINGAN, J

FEBRUARY 2, 2026/Pa