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

+ CS(OS) 682/2017

DR. SURAJ MUNJAL

.....Plaintiff

Through: Mr. Anshuman Upadhyay, Advocate.

versus

MR. CHANDAN MUNJAL & ORS

.....Defendants

Through: Ms. Aakanksha Nehra, Ms. Himangi Arora, Mr. Abul Hasan Khan, Advs for D-1 & D-4.

Mr. Shreyas Mehrotra and Mr. Rohan Malik, Advocates for D-2.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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29.05.2026

I.A. 15879/2026

1. The present Application has been filed on behalf of the Plaintiff under Order XXIII Rule 3 read with Section 151 of CPC, for passing a decree in terms of the settlement arrived at between the Parties *vide* a Family Settlement Deed dated 16.02.2026 (*hereinafter referred to as "Settlement Agreement"*).
2. The present Suit is one for partition, declaration and mandatory and permanent injunction.
3. It is stated that Defendant No.3 – Smt. Chand Munjal has passed away during the pendency of the Suit and all her Legal Heirs have been impleaded in the array of parties.
4. It is stated that the Parties have entered into a settlement *vide* the Family Settlement Deed dated 16.02.2026 which is being reproduced as under:



DOCUMENT -1 1

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL54346741237075Y
Certificate Issued Date	: 16-Feb-2026 01:09 PM
Account Reference	: IMPACC (IV) 61126003/ DELHI/ DL-SWD
Unique Doc. Reference	: SUBIN-DL-DL12600330625418193781Y
Purchased by	: DR SURAJ MUNJAL
Description of Document	: Article 20 Settlement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DR SURAJ MUNJAL
Second Party	: CHAANDAN MUNJAL
Stamp Duty Paid By	: DR SURAJ MUNJAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते

NOTARY REGISTER
S. No. 57/2026

19 FEB 2026

NOTARY
GOVT. OF INDIA
Reg. No. 48196
Expiry Date 10/03/2030

IN-DL54346741237075Y

FAMILY SETTLEMENT DEED

The present Family Settlement Deed (hereinafter referred to as "Agreement") is entered into at Delhi, Haryana on this 16th day of February 2026, by and between:

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Statutory Alert:

1. The authenticity of this Stamp certificate is guaranteed by the Government of India.
2. Any discrepancy in the details on this Certificate shall be treated as a discrepancy.
3. The onus of checking the legitimacy is on the user of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

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Suraj
e.n. 14/2/24

Dr. Suraj Munjal, S/o Mr. Ramesh Chander Munjal, R/o E82A, Ground Floor, GK-1, New Delhi-48, having PAN No. **AEKPM4785M** and Aadhaar No. **829139683144** (hereinafter referred to as the "**First Party**" which expression shall, unless repugnant or contrary to the meaning thereof, be deemed to mean and include his successors, assignees, nominees, his entities, and affiliates)

AND

Mr. Chaandan Munjaal, S/o Mr. Ramesh Chander Munjal, R/o E-161, RICHMOND PARK, DLF PHASE 4, GURUGRAM-122002, HARYANA, having PAN No. **AKRPM2032M** and Aadhaar No. **9062 5238 8686** (hereinafter referred to as the "**Second Party**" which expression shall, unless repugnant or contrary to the meaning thereof, be deemed to mean and include his successors, assignees, nominees, his entities, and affiliates)

AND

Mr. Ramesh Chander Munjal, S/o Mr. MUNSI RAM MUNJAL, R/o, MUNJAL HOSPITAL AND MATERNITY HOME, ARYA SAMAJ ROAD, SIRSA-125055, HARYANA, having PAN No. **ABOPM2430P** and Aadhaar No. **7930 0597 2648** (hereinafter referred to as the "**Third Party**" which expression shall, unless repugnant or contrary to the meaning thereof, be deemed to mean and include his successors, assignees, nominees, his entities, and affiliates)



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AND

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C.N. 18
16/4/26

Mrs. Ashita Munjal, W/o Mr. Suraj Munjal, R/o HN NO.243P, Sector-38, Gurugram, having PAN No. BMUPM1585M and Aadhaar No. 8660120837 (hereinafter referred to as the "Confirming Party 1" which expression shall, unless repugnant or contrary to the meaning thereof, be deemed to mean and include her successors, assignees, nominees, her entities, and affiliates)

AND

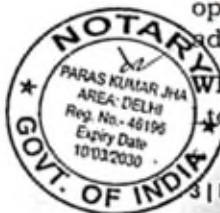
Mrs. Neha Munjal, W/o Mr. Chaandan Munjaal, R/o E-161, RICHMOND PARK, DLF PHASE 4, GURUGRAM-122002, HARYANA, having PAN No. CFAPS4468D and Aadhaar No. 4111 4945 3433 (hereinafter referred to as the "Confirming Party 2" which expression shall, unless repugnant or contrary to the meaning thereof, be deemed to mean and include her successors, assignees, nominees, her entities, and affiliates)

First Party, Second Party, Third Party, Confirming Party 1 and Confirming Party 2 are collectively referred to as "Parties".

WHEREAS the First Party and the Second Party are real brothers and are the sons of the Third Party.

WHEREAS the First Party and Second Party are directors of M/s RC Healthcare Private Limited, a company incorporated under the provisions of the Companies Act, 1956, and being operated from the basement and ground floor of its registered address at E-82 A, Greater Kailash-I, New Delhi-110048.

WHEREAS the shareholding pattern in RC Healthcare Pvt. is as under:



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NAME	NO. OF SHARES	PERCENTAGE
Third Party	1000	10%
Second Party	3000	30%
Confirming Party 1	1000	10%
First Party	3000	30%
Confirming Party 2	1000	10%
Dr. (Late) Chand Munjal	1000	10%

WHEREAS the First Party and Second Party are running an eye hospital by the name and style of "Spectra Eye Hospital" situated at E-82 A, Basement and Ground Floor, Greater Kailash-I, New Delhi-110048.

WHEREAS the First Party and Second Party are involved in multiple litigations across various judicial fora and the details of the same are attached herewith as Schedule A or any other ongoing or upcoming /Planned litigation with same or similar or any other subject matter against each other will stand withdrawn after adherence of covenants and clauses of this deed, with respect to terms and conditions decided and mentioned herein.

WHEREAS there are multiple immovable properties belonging to the Parties and to M/s RC Healthcare Private Limited, which are subject matter of disputes between the parties.

WHEREAS the Parties have, with the help and assistance of well-wishers, been able to arrive at an amicable settlement of all their disputes and wish to settle all their disputes in an amicable and honorable manner.

WHEREAS the present Settlement Agreement is being entered into to detail the terms and conditions of the settlement terms arrived between the Parties.



The terms and conditions of settlement terms arrived between the Parties are as follows:

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(a) The First Party shall make payment of a sum of Rs. 350,00,000/- (Rupees Three crore fifty lakh only) to the Second Party as gift/family settlement amount in terms of the present Family Settlement Deed. It is agreed between the parties that the First Party shall make gift amount/family settlement amount to the Second Party in the following manner:

- i. 25% of the agreed amount at the time of execution/signing of the present agreement by way of Demand Draft/RTGS.
- ii. 25% of the agreed amount within a period of 30 days from the date of execution/signing of the present agreement.
- iii. 50% of the agreed amount on or before 15.04.2026.

(b) The First Party shall transfer his entire share of the immoveable agricultural land situated at village Bhambhoor, Sirsa, Haryana in favour of the Second Party.

(c) The First Party shall transfer his entire share in commercial property bearing No. A-222, admeasuring 1488 sq. ft., situated at Spazedge Tower, Sohna Road, Gurugram, Haryana in favour of the Second Party.

(d) It is agreed between the First Party and the Second Party that any other property, self-acquired, ancestral or transferred by parents in favour of the Second Party, situated in Sirsa, Haryana or anywhere else, in which the First Party may have a right/share by devolution, shall automatically stand transferred in favour of the Second Party by way of the present Agreement. It is further agreed between the parties that if and when such a property is discovered, the First Party shall promptly execute any and all documents necessary to give effect to transfer as stipulated in the present clause.



It is agreed between the parties that the Second Party shall transfer his entire share in property bearing No. E-82 A,

[Signature]

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Basement, Greater Kailash-I, New Delhi-110048 in favour of the First Party.

- (f) It is agreed between the parties that **Adherence/Cutoff date** shall mean 30.04.2026 and all conditions stipulated in clauses (a)-(e) shall be fulfilled by the said date.
- (g) It is agreed between the parties that the Second Party, Third Party and Confirming Party 2 shall transfer all their shareholding in M/s RC Healthcare Pvt. Ltd. in favour of the First Party, within a period of 45 days from the date of adherence/cut-off date. It is also agreed between the parties that all shares of any nature whatsoever inherited by the Second Party and Third Party, belonging to Late Mrs. Chand Munjal in M/s RC Healthcare Pvt. Ltd. shall also stand transferred to the First Party. It is also agreed between the parties that all liabilities of M/s RC Healthcare Pvt. Ltd., past, present as well as future shall solely be discharged by the First Party.
- (h) It is agreed between the parties that the transfer of share by a blood relative in immoveable properties does not attract any stamp duty in Haryana and therefore the Second Party shall not be liable to pay any stamp duty on the transfers effected by the First Party in favour of the Second Party as stipulated in clauses (b), (c) & (d) of the present agreement. However, it is agreed between the Parties that in the event any fees is payable to affect such transfer in the state of Haryana, the Second Party shall pay the same.



(i) It is agreed between the parties that the stamp duty payable for effecting transfer of share in immovable property by the Second Party in favour of the First Party as stipulated in clause (e) of the present agreement shall be solely borne by the First Party.

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Munjal

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Shri Munjal

Suraj Singh

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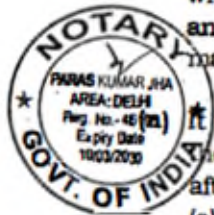


(j) It is agreed between the parties that after transfer of shareholding in M/s RC Healthcare Pvt. Ltd. by the Second Party, Third Party and the Confirming Party No. 2 in favour of the First Party, the First Party shall solely be responsible for carrying out the day-to-day affairs of M/s RC Healthcare Pvt. Ltd. and shall also be the sole owner of the goodwill, assets and liabilities concerning M/s RC Healthcare Pvt. Ltd.

(k) It is agreed between the parties that the transfer of immovable properties as stipulated in clauses (b), (c), (d) of the present Agreement shall be carried out by the First Party in favour of the Second Party within a period of 7 days from the date of receipt of the final installment as detailed in clause a(iii).

(l) It is agreed between the parties that the transfer of immovable properties as stipulated in clause (e) of the present agreement by the Second Party in favour of the First Party shall be carried out within 48 hours of completion of the covenants by the First Party as provided in clauses (b), (c), (d).

(m) It is agreed between the Parties that all cases pending between the Parties as mentioned in Schedule A appended to the present Agreement shall be withdrawn by the respective parties within 30 days of execution of the transfer deed by the Second Party in favour of the First Party in relation to the property bearing No. E-82 A, Greater Kailash-I, New Delhi-110048. It is agreed between the parties that the parties shall mandatorily cooperate with each other to facilitate such withdrawal and shall appear before the Court/Tribunal, if and when required for the said purpose. Both the parties are mandated to withdraw all cases without any exceptions.



It is agreed between the parties that the settlement between the parties shall come into effect/deemed to be adhered only after payment of all the sums of money as stipulated in clause (a) and transfer of immovable properties as stipulated in clauses (b), (c), (d) & (e). The withdrawal of any and all cases

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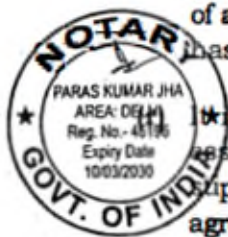
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as mentioned in schedule A shall commence only after thereafter.

- (o) It is agreed between the parties that in the event either of the parties violates any terms of the present agreement in any manner whatsoever, the present agreement shall automatically stand terminated and shall be deemed to be null and void on the date of default, and all payments made by the First Party to the Second Party prior to the date of default shall stand forfeited. However, it is agreed between the parties that in the event the First Party fulfills all its obligations as stipulated in the present agreement, the Second Party shall mandatorily fulfill its obligations as stipulated in the present agreement.
- (p) It is agreed between the parties that the present agreement shall be valid and binding only if all the covenants mentioned herein are fulfilled by the parties. Further, it is expressly agreed between the parties that this agreement shall not be relied upon or submitted by either of the parties before any Court/Tribunal/Police Authority till the time all the covenants mentioned herein are fulfilled/adhered. It is expressly agreed between the parties that the settlement envisaged in the present agreement shall not come into effect till fulfilment of all terms and conditions stipulated herein.
- (q) It is agreed between the parties that all cases pending adjudication between the parties as detailed in schedule A shall proceed till the completion of all covenants in the present agreement and neither of the party shall seek a stay of any proceedings on the ground that the present agreement has been adhered till the time all the covenants are fulfilled.



It is agreed between the parties that time is of the utmost essence in the present agreement and any deviation from the stipulated timelines shall only be subject to the parties agreeing to the same in **Writing**. It is unequivocally agreed

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between the parties that there shall be no deemed extension of timelines as stipulated in the present agreement.

(s) It is agreed between the parties that the First Party and Second Party shall independently get published, in two newspapers printed in both English/vernacular and having wide circulation in the states of Haryana and Delhi, a declaration to the effect that the present Family Settlement Deed dated 16th Feb 2026 has been entered into between the parties. It is also agreed between the parties that they shall separately bear the costs for the respective individual publications. It is agreed between the parties that the said publication is mandatory and is to be carried out within 7 days from the date of adherence to clause (e).

(t) It is unequivocally agreed between the parties that subject to fulfillment of all the terms and conditions stipulated in the present agreement, the parties shall be left with no claims of any nature whatsoever against each other and the parties undertake not to file any claims against each other either directly or through third parties in relation to matters concluded by way of the present agreement or in relation to any other matters which may arise concerning the properties mentioned in the present Agreement and any other property belonging to the parties. It is agreed between the parties that this clause shall equally apply to any claims pertaining to the HUF as well as any future claims made by the grandchildren of the Third Party to the property of their grandparents.

(u) The Parties shall implement the present Agreement in its letter and spirit and are bound by the terms and conditions of this Agreement.

(v) It is agreed between the parties that neither of the parties shall challenge before any authority/court/tribunal, either the validity or the termination of the present agreement as the clauses of the present agreement are clear and self-explanatory. However, in the event any party does raise any



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dispute despite inclusion of the aforesaid covenant, any and all such actions shall be subject to the exclusive jurisdiction of Courts in ~~Delhi~~ ^{Gurgaon} alone.

- (w) Any modification or amendments to this Agreement shall be agreed in writing by both Parties.
- (x) The parties have executed the present agreement out of their own free will and volition and not under any undue influence or pressure of any nature whatsoever.
- (y) It is agreed between the parties that after fulfillment of all the terms and conditions set out in the present Family Settlement Deed, the parties shall have no right of any nature whatsoever in the businesses of each other including but not limited to Intellectual Property rights in the said businesses of each other.
- (z) It is reiterated at the cost of repetition that the parties have expressly agreed that the settlement envisaged in the present agreement shall not come into effect till fulfilment of all terms and conditions stipulated herein and any violation of any of the covenants mentioned in the present agreement shall lead to automatic termination of the present agreement. The final cut off date/date of adherence for all clauses in the present agreement is 30.04.2026 and the present agreement shall be deemed to be terminated if any of the terms are not complied with/adhered till the cut-off date/date of adherence. The adherence declaration attached herewith on page 12, shall be mandatorily signed by all parties, immediately upon fulfillment of all terms and conditions within the cutoff date.

[Signature]
16/2/2026
FIRST PARTY

[Signature]
16/2/26
SECOND PARTY

[Signature]
THIRD PARTY

[Signature]
CONFIRMING PARTY 1

[Signature]
CONFIRMING PARTY 2

WITNESSES:

1. SACHIN CHATURVEDI

2. TARUN MEHTA
Sector 33B, Ramprastha
Gurgaon
Regd. No. 4910830710
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ATTESTED
[Signature]
NOTARY PUBLIC
GOVT. OF INDIA



PARAS KUMAR JHA
Advocate
Enrolment No. D/118/1996
Chamber No.-1201 District Court Saket
New Delhi-17, Mob: 9821416675

[Signature]
9 FEB 2026
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Case 2017-0118 agreed between the parties that in the event of the first party making the payment of the family settlement amount as agreed upon in the present agreement prior to the date and date specified here in I also transfer the properties stipulated in clauses B & C prior to the addressee / cut-off date is 30th June 2024. And transfer has share in the property as mentioned in Clause E, within 48 hours of the last advice by the first party the parties shall make a joint statement.

CASE NO.	TITLE	COURT/TRIBUNAL
CS (COMM) - 22/2021	RAMESH CHANDER MUNJAL & ORS. VS. SURAJ MUNJAL	HIGH COURT OF DELHI
CS (OS) - 682/2017	SURAJ MUNJAL VS. CHANDAN MUNJAL	HIGH COURT OF DELHI
CS(OS)-1045-2024	SURAJ MUNJAL VS. CHANDAN MUNJAL	HIGH COURT OF DELHI
CIVIL APPEAL 445/2024	SURAJ MUNJAL VS. CHANDAN MUNJAL	SUPREME COURT OF INDIA
CP NO. 227(ND)/2017	CHANDAN MUNJAL VS. M/S RC HEALTHCARE PVT. LTD.	NATIONAL COMPANY LAW TRIBUNAL
CRL. M.C. NO OF 2026	CHANDAN MUNJAL VS. STATE & ORS.	HIGH COURT OF DELHI
CRL. M.C. No. 4220/2019	Chandan Munjal vs. Dr. Suraj Munjal & Ors.	HIGH COURT OF DELHI
CRL. M.C. No. 4221/2019	Chandan Munjal vs. Dr. Suraj Munjal & Ors.	HIGH COURT OF DELHI
CS (COMM)- 60/2020	CHANDAN MUNJAL (SOLE PROPRIETOR OF MEDICAL SQUAD) VERSUS RC HEALTHCARE PVT. LTD.	SAKET COURT
CT. CASES - 9407/2018	SURAJ MUNJAL VS. CHANDAN MUNJAL	SAKET COURT
CT. CASES - 8218/2018	SURAJ MUNJAL VS. CHANDAN MUNJAL	SAKET COURT
CR. CASES- 5542/2023	STATE VS. UN OCCURRED	SAKET COURT
CR CASES - 4817/2021	STATE VS. SURAJ MUNJAL	SAKET COURT

In NCHT 2 various other courts / tribunals / forums / authorities regarding the present matter having been decided in favour of the parties.

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Suraj Munjal 16/2/2026

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Chandan Munjal

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CR. CASES - 790/2021	STATE VS. UNKNOWN	SAKET COURT
CR. CASES - 8592/2019	STATE VS. CLOSURE REPORT	TIS HAZARI
FIR 395/19, PS Udyog Vihar CRM 897 of 2024	State of Haryana vs. Unknown	Gurgaon Court
Civil Appeal 399/2022	Dr. Suraj Munjal vs. Chandan Munjal	Gurgaon Court

And any other cases/Complaints, disposed off/ongoing/~~proposed to be filed~~
against each other of any civil or criminal nature in any part of the country,
in any court of law or any department or abroad may stand withdrawn
unconditionally, immediately upon the adherence of the present Agreement.

ADHERENCE DECLARATION:

The signatures of all the parties confirming adherence of the present Agreement are appended as under:

FIRST PARTY

SECOND PARTY

THIRD PARTY

CONFIRMING PARTY 1

CONFIRMING PARTY 2

Witness 1.

SACHIN CHATURVEDI
8010578959

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Witness 2.
TARUN MEHTA
Sector 37D, Ramphal
Gurgaon
Hindi-92491007

ATTESTED
Paras Kumar Jha
NOTARY PUBLIC
GOVT. OF INDIA



PARAS KUMAR JHA
Advocate
Enrolment No. D/118/1996
Chamber No.-120, District Court Saket
New Delhi-17 Mob: 9821418875

19 FEB 2026

5. The Plaintiff is present in Court. Defendant Nos.1, 2 & 4 have joined the proceedings through video conferencing and have been identified by their respective Counsels. The Plaintiff who is present in Court states that he

CS(OS) 682/2017

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This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 01/06/2026 at 11:46:09



has entered into the Settlement Agreement with the Defendants without any undue influence or coercion.

6. The Settlement Agreement has been signed by all the Parties. This Court has gone through the Settlement Agreement, the terms of which are legal and lawful and a decree can be passed in terms of the said Settlement Agreement.

7. In view of the fact that a settlement has been arrived at between the Parties, the Suit is disposed of in terms of the Settlement Agreement entered into between the Parties. Pending applications, if any, also stand disposed of.

8. Let the decree sheet be drawn up accordingly.

9. The Parties shall be bound by the terms of the Settlement Agreement. The Parties shall take appropriate steps to ensure that all the litigations pending between the Parties are settled in terms of the Settlement Agreement. Violation of any of the terms of the Settlement Agreement shall amount to a breach of the undertaking given to the Court.

10. In view of the fact that the Parties have entered into a settlement and in view of the Judgment passed by the Division Bench of this Court in Nutan Batra v. Buniyaad Associates, **2018 SCC OnLine Del 12916**, and the Notification dated 06.03.2026 issued by Department of Law, Justice and Legislative Affairs, GNCTD, this Court is inclined to direct the refund of the entire Court Fees. Let the Court Fee be refunded in accordance with Section 16 of the Court Fees Act, 1870.

11. The application is disposed of in the aforesaid terms.

SUBRAMONIUM PRASAD, J

MAY 29, 2026

S. Zakir

CS(OS) 682/2017

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