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

\+ CS(OS) 458/2019 & CC 35/2019, I.A. 12284/2019, I.A. 6790/2020, I.A. 6792/2020, I.A. 13486/2021, I.A. 17386/2022, I.A. 17387/2022, I.A. 20037/2022, I.A. 11722/2023, I.A. 11723/2023, I.A. 30364/2024, I.A. 7412/2025, I.A. 2969/2026, I.A. 2976/2026

MANJARI AGRAWAL & ORS. .....Plaintiffs

Through: Mr. Bharat Gupta, Mr. Vishesh Chauhan and Mr. Ishan Srivastava, Advs.

versus

BRAJENDRA KUMAR AGRAWAL & ORS. .....Defendants

Through: Mr. Shailender Dahiya Adv for Defendants No.1, 2 & 3.
Mr. Tarang Gupta, Advocate along with Defendant No.4.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

O R D E R

% 03.02.2026

I.A. 2969/2026 & I.A. 2676/2026

1. I.A. 2969/2026 has been jointly filed by the Parties under Order XXIII Rule 3 of CPC, for disposing of the Suit in terms of the settlement arrived at between the parties *vide* a Settlement Agreement dated 05.01.2026.

2. I.A. 2676/2026 has been filed by the Plaintiffs under Section 16 of the Court Fees Act, 1870 seeking refund of court fees.

3. The instant Suit is one for injunction, partition, rendition of accounts and mesne profits.

4. During the pendency of the present Suit, the Parties were referred to Delhi High Court Mediation and Conciliation Centre and the Parties have

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entered into the Settlement Agreement dated 05.01.2026, which reads as under:

SAMADHAN

DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
HIGH COURT OF DELHI, SHER SHAH ROAD, NEW DELHI

Date: 05.01.2026

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on **05.01.2026**

BETWEEN

1. **Mrs. Manjari Agrawal** W/o Late Mr. Rajendra Kumar Agrawal, R/o E-1101, M-2K, Victoria Garden, Azadpur, Delhi-110033,Mobile no: 98185-50466, Email:deepesh26ster@gmail.com(hereinafter referred to as the **"Plaintiff no.1 / First Party"**),

2. **Mr. Deepesh Agrawal** S/o Late Mr. Rajendra Kumar Agrawal, R/o E-1101, M-2K, Victoria Garden, Azadpur, Delhi-110 033, Mobile no: 97119-19639, Email: deepesh26ster@gmail.com(hereinafter referred to as the **"Plaintiff no.2 / Second Party"**),

3. **Mrs. Esha Agrawal** D/o Late Mr. Rajendra Kumar Agrawal W/o Mr. Ripul Agarwal, R/o A-18, Nirbhay Nagar, Gailana Road, Agra, Uttar Pradesh, Mobile no: 98185-50466, Email: deepesh26ster@gmail.com,

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through her Mother and Power of Attorney holder **Mrs. Manjari Agrawal,** duly authorized vide a Special Power of Attorney dated 13.11.2025, the same is annexed herewith as **ANNEXURE-A** (hereinafter referred to as the **" Plaintiff no.3 / Third Party"**),

AND

4. **Mr. Brajendra Kumar Agrawal** S/o Late Sh. Prabhu Narain, R/o C-13, Satyawati Nagar, Ashok Vihar, Phase-III, Delhi-110052, Mobile no: 9810001166, Email: bk.agrawal58@gmail.com through his son **Mr. Setul Agrawal,** duly authorized vide Authority Letter dated 03.01.2026 and the same is annexed herewith as **ANNEXURE-B** (hereinafter referred to as the **"Defendant No.1 / Fourth Party"**),

5. **Mr. Krishna Kumar Agrawal** S/o Late Sh. Prabhu Narain, R/o A-88, Saraswati Vihar, Delhi-110034, (hereinafter referred to as the **"Defendant No.2 / Fifth Party"**),

6. **Mrs. Sneh Lata Agrawal** W/o Mr. Ravindra Kumar Agrawal, D/o Late Sh. Prabhu Narain, R/o D-59/77 R.K. Marbles, Sigra Mahmooranj, Chittu Varanasi, Uttar Pradesh – 221010, Mobile no: 9839041677, Email: gimpl.rk@gmail.com, through her Son **Mr. Neeraj Agrawal,** duly authorized vide a Authority Letter dated

Manjari Agrawal
Manjari Agrawal Defendant

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03.01.2026 and the same is annexed herewith as **ANNEXURE-C** (hereinafter referred to as the **"Defendant No.3 / Sixth Party"**),

AND

7. **Mrs. Pooja Goyal** W/o Mr. Rajesh Goyal D/o Late Sh. Prabhu Narain, R/o A-997, Shalimar Crossing, Indira Nagar, Lucknow, Uttar Pradesh – 226016,Mobile no: 9161759996, 9455359996 and 9453030801, Email: poojagoyal1966@gmail.com and kashishgoyal05@gmail.com, through her Son and Special Power of Attorney holder **Mr. Yash Goyal,** duly authorized vide a Special Power of Attorney dated 22.09.2025 and the same is annexed herewith as **ANNEXURE-D** (hereinafter referred to as the **"Defendant no.4 / Seventh Party"**),

All or more than one party hereinafter are collectively referred to as **"Parties"** and individually as the **"Party"**. Further, First Party, Second Party and Third Party are collectively referred to as **"Plaintiffs"** and Fourth Party, Fifth Party, Sixth Party and Seventh Party are collectively referred to as **"Defendants"**.

(The Parties individually shall mean and include their respective representatives, successors, heirs, legal representatives, assigns etc.)

Manjari Agrawal

Manjari Agrawal

yash Goyal

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WHEREAS the Plaintiffs and Defendants are the legal heirs of Late Smt. Sarla Rani Agarwal who unfortunately passed away *intestate* on 08.01.2018. Plaintiff No.1, Plaintiff No.2 and Plaintiff No.3 are wife, son and daughter respectively of late Mr. Rajendra Kumar Agarwal, predeceased son of Late Smt. Sarla Rani Agarwal. Defendants No.1 to 4 are children of Late Smt. Sarla Rani Agarwal.

AND WHEREAS upon the unfortunate demise of Late Smt. Sarla Rani Agarwal, Plaintiffs (collectively), Defendant No.1, Defendant No.2, Defendant No.3 and Defendant No.4 inherited 1/5th share each in the estate of Late Smt. Sarla Rani Agarwal.

AND WHEREAS the estate of Late Smt. Sarla Rani Agarwal comprises of the following immovable properties:

i. DDA LIG Flat No. C-5/66, Ground Floor, Lawrence Road, Keshav Puram, Delhi-110035,

ii. Flat No. 103, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi - 110033,

iii. Flat No. 112, 113 and 114, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi-110033,

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iv. Flat No. 1206A, CGS Tower (Supertech) at Capetown situated at GH-01/A, Sector-74, Noida, District Gautam Budh Nagar, U.P. – 201301,

v. Plot No. D-130, Anand Vihar Awasiya Yojna under project of Hapur-Pilkhuwa Pradhikaran at Hapur, UP,

vi. Plot No. 125, Pocket-C, Sector-20, Greater Noida, U.P. – 201301 under allotment No.YEA 000718 by Yamuna Expressway Industrial Development Authority, UP,

vii. Unit No. 1204A, 13th Floor, Tower Z, Super Area 1300 Sq. feet, Amrapali Verona Heights, GH-02, Tech Zone-IV, Greater Noida West, UP,

viii. Unit No. 9003, 9th Floor, measuring 1850 sq. feet, Tower Orchid, Paramount Symphony, Tower Orchid, Plot No.6, Township Crossing Republic, Dundahera, Ghaziabad, UP,

ix. Plot measuring 300 sq. yards forming part of Khasra No.25, Chamri, Pragna, Tehsil Hapur, District Ghaziabad, UP,

x. Property bearing Plot No.41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP.

Manjeet Agrawal

Manjeet Agrawal

Yash Goyal

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AND WHEREAS certain disputes had arisen between Plaintiffs and Defendants as regards inheritance of the estate of Late Smt. Sarla Rani Agarwal, as a result of which, Plaintiffs had filed a suit being **CS (OS.) No.458 of 2019 titled "*Mrs. Manjari Agrawal & Ors. Vs. Mr. Brajendra Kumar Agrawal & Ors.*"**, inter-alia seeking partition against the Defendants, before the Hon'ble High Court of Delhi. Further, Defendant no.1, in the said suit, had also filed a ***Counter Claim being CC No.35 of 2019*** against the Plaintiffs.

AND WHEREAS with the consent of Parties, the Hon'ble Court vide order dated 30.07.2025, had referred the matter to the Delhi High Court Mediation and Conciliation Centre for exploring the possibility of a mutual and amicable settlement amongst the parties and the parties had agreed to Mr. Tarun Diwan, Advocate to act as their Mediator.

AND WHEREAS after several meetings held on 22.08.2025,02.09.2025, 16.09.2025, 26.09.2025,08.10.2025, 27.10.2025, 06.11.2025, 13.11.2025, 28.11.2025 and 08.12.2025, Parties, with the intervention of the Mediator and their respective counsels, have arrived at a mutual agreement; settling and bringing to an end all their disputes amicably, on the terms and conditions reduced in writing in this Settlement Agreement and reproduced hereinbelow.

Manjari Agrawal

Manjari Agrawal

Yash Goyal

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NOW, THEREFORE, THIS SETTLEMENT AGREEMENT WITNESSETH AS UNDER:

1. That the Parties have settled all their claims and disputes, including the disputes agitated in the Suit and the Counter Claim, in terms of the present Settlement Agreement.

2. That the Parties by signing the present Settlement Agreement have hereby unequivocally cancelled, revoked and put an end to all prior agreements, understandings, assurances etc.

3. That Plaintiffs and Defendants have jointly agreed that Defendants no.1 to 3, jointly and severally, shall pay the Settlement Amount of **Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only)** to Plaintiffs jointly and an amount of **Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only)** to Defendant no.4.The said amount shall not be subject to any deductions. The said Settlement Amount shall be payable in the following manner:

   i. Rs. 25,00,000/- (Rupees Twenty-Five Lacs Only) shall be paid by Defendants no.1 to 3, jointly and severally, to Plaintiffs jointly at the time of signing the present Settlement Agreement, which has been paid vide three Demand Drafts; bearing No. 000118 dated 05.01.2026 for Rs.8,33,334/- in the name of

Manjari Agrawal Manjari Agrawal Yash Goyal

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Plaintiff No.1, bearing No. 000117 dated 05.01.2026 for Rs.8,33,333/- in the name of Plaintiff No.2, bearing no. 000119 dated 05.01.2026 for Rs.8,33,333/- in the name of Plaintiff No.3, all cheques have been drawn on HDFC Bank, Branch Saraswati Vihar, Delhi.

ii. Rs.25,00,000/- (Rupees Twenty-Five Lacs Only) shall be paid by Defendants no.1 to 3, jointly and severally, to Defendant no.4 at the time of signing the present Settlement Agreement, which has been paid vide cheque bearing no. 000120 dated 05.01.2026 for Rs.25,00,000/- drawn on HDFC Bank, Branch Saraswati Vihar, Delhi in the name of Defendant no.4.

The present Settlement Agreement is subject to encashment of aforesaid four (04) cheques, which are handed over today by the Fourth, Fifth and Sixth Party to the First, Second, Third and Seventh Party.

iii. Remaining amount of **Rs. 2,10,00,000/- (Rupees Two Crores Ten Lacs Only),** out of the settled amount, shall be paid by Defendants no.1 to 3, jointly and severally, to Plaintiffs jointly, on or before **06 months from the date of signing of the present Settlement Agreement (hereinafter referred to as the *"Due***

Manjari Agrawal Deepak
Manjari Agrawal

Yash Goyal

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Date"). Similarly, remaining amount of **Rs. 2,10,00,000/- (Rupees Two Crores Ten Lacs Only),** out of the settled amount, shall be paid by Defendants no.1 to 3, jointly and severally, to Defendant no.4, on or before the Due Date.

4. It is agreed between the parties that the share of the Plaintiffs (jointly) in the following immovable properties, forming part of the inheritance from the estate of Late Smt. Sarla Rani Agarwal, has been assessed at the value of Rs. 2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) and similarly the share of the Defendant No.4 in the following properties, forming part of the inheritance from the estate of Late Smt. Sarla Rani Agarwal, has been assessed at the value of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only):

   i. DDA LIG Flat No. C-5/66, Ground Floor, Lawrence Road, Keshav Puram, Delhi-110035,

   ii. Flat No. 103, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi -110033,

   iii. Flat No. 112, 113 and 114, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi-110033,

Manjari Agrawal
Manjari Agrawal

Yash Goyal

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iv. Flat No. 1206A, CGS Tower (Supertech) at Capetown situated at GH-01/A, Sector-74, Noida, District Gautam Budh Nagar, U.P. – 201301,

v. Plot No. D-130, Anand Vihar Awasiya Yojna under project of Hapur-Pilkhuwa Pradhikaran at Hapur, UP,

vi. Plot No. 125, Pocket-C, Sector-20, Greater Noida, U.P. – 201301 under allotment No.YEA 000718 by Yamuna Expressway Industrial Development Authority, UP,

vii. Unit No. 1204A, 13th Floor, Tower Z, Super Area 1300 Sq. feet, Amrapali Verona Heights, GH-02, Tech Zone-IV, Greater Noida West, UP,

viii. Unit No. 9003, 9th Floor, measuring 1850 sq. feet, Tower Orchid, Paramount Symphony, Tower Orchid, Plot No.6, Township Crossing Republic, Dundahera, Ghaziabad, UP,

ix. Plot measuring 300 sq. yards forming part of Khasra No.25, Chamri, Pragna, Tehsil Hapur, District Ghaziabad, UP,

x. Property bearing Plot No.41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP.

Manjari Agrawal Manjari Agrawal Yash Goyal

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5. That the parties agree that they shall jointly pray for passing of a decree by the Hon'ble High Court in CS (OS) No.458 of 2019 in favour of the Plaintiffs (jointly) for the sum of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) and in favour of the Defendant No.4 for the sum of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) payable by Defendants No.1 to 3, jointly and severally, on or before the Due date, in lieu of their share in the aforementioned immovable properties inherited from Late Smt. Sarla Rani Agarwal, failing which Defendants No.1 to 3, jointly and severally, shall be liable to pay interest thereon @ 24% per annum.

6. That the parties further agree that until the Settlement Amount of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) each along with interest accrued thereon is not paid by Defendants No.1 to 3 to Plaintiffs (jointly) and to Defendant no.4, the parties shall seek passing of the order (s) from the Hon'ble High Court attaching the immovable properties mentioned in sub-clause (i) to (ix) of Clause 4 of this Agreement. The said attachment orders shall only be recalled upon payment of the complete Settlement Amount of Rs.2,35,00,000/- to the Plaintiffs (jointly) and the Defendant No.4 each by the Defendants No.1 to 3. It is agreed by the parties that the Plaintiffs (jointly) and the Defendant No.4 shall have first charge over all the immovable

Manjari Agrawal Manjari Agrawal Yash Goyal

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properties mentioned in sub-clause (i) to (ix) of Clause 4 of this Agreement and the same shall remain executable in order to realize the Settlement Amount along with interest thereon.

7. It is agreed between the parties that upon passing of the decree in terms of Clause 5 above, the Plaintiffs and Defendant no.4 shall execute necessary transfer documents in favour of Defendants no.1 to 3 jointly or in favour of anyone of them, transferring their rights, title and interest in the following properties on or before the due date.

i. DDA LIG Flat No. C-5/66, Ground Floor, Lawrence Road, Keshav Puram, Delhi-110035,

ii. Flat No. 103, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi - 110033,

iii. Flat No. 112, 113 and 114, Laxmi Tower, C-1/3, Naniwala Bagh, Azadpur, Delhi-110033,

iv. Flat No. 1206A, CGS Tower (Supertech) at Capetown situated at GH-01/A, Sector-74, Noida, District Gautam Budh Nagar, U.P. – 201301,

v. Plot No. D-130, Anand Vihar Awasiya Yojna under project of Hapur-Pilkhuwa Pradhikaran at Hapur, UP,

Manjari Agrawal Manjari Agrawal Yash Goyal

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vi. Plot No. 125, Pocket-C, Sector-20, Greater Noida, U.P. – 201301 under allotment No.YEA 000718 by Yamuna Expressway Industrial Development Authority, UP,

vii. Unit No. 1204A, 13th Floor, Tower Z, Super Area 1300 Sq. feet, Amrapali Verona Heights, GH-02, Tech Zone-IV, Greater Noida West, UP,

viii. Unit No. 9003, 9th Floor, measuring 1850 sq. feet, Tower Orchid, Paramount Symphony, Tower Orchid, Plot No.6, Township Crossing Republic, Dundahera, Ghaziabad, UP,

ix. Plot measuring 300 sq. yards forming part of Khasra No.25, Chamri, Pragna, Tehsil Hapur, District Ghaziabad, UP,

x. Property bearing Plot No.41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP.

8. The parties agree that Defendants No.1 to 3 for the purposes of generating funds shall be permitted to take steps for finalizing the appropriate buyer to whom the Property bearing. Plot No. 41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP may be sold and for the same the Plaintiffs and Defendant no.4 shall transfer the said property in the name of Defendants No.1 to 3 jointly or

Manjari Agrawal Manjari Agrawal Yash Gajal

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in the name of Defendant No.2 alone, as per the choice Defendants No.1 to 3, empowering them to sell the said property jointly or severally after signing of the present settlement, and if required, all the parties will execute the sale deed of the said property in favour of Defendants No.1 to 3 or in the name of Defendant No.2 as per choice of Defendants No.1 to 3. If Defendants No.1 to 3 are able to finalize the sale of the Property bearing Plot No.41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP, before the Due date to any third party, then the aforesaid balance amount of **Rs.2,10,00,000/- (Rupees Two Crores Ten Lacs Only) each,** shall be paid by Defendants no.1 to 3, jointly and severally, to Plaintiffs jointly and to Defendant no.4, simultaneously with the execution of the Sale Deed / Sale Documents of the said property in favour of any third party. However, it is clearly and categorically agreed by the Parties that if in case, the said property is not sold by the Due date, the same shall not be a ground for Defendant nos.1 to 3 to avoid or seek any extension to pay the balance amount, each to Plaintiffs and Defendant no.4, and the remaining / balance amount payable by Defendant nos.1 to 3 to Plaintiffs jointly and to Defendant no.4 shall be payable in any event on or before the Due date.

Manjari Agrawal
Manjari Agrawal

Yash Goyal

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9. That it is agreed amongst the parties that apart from Plot No.41, Mauza Simra, Paragana Ralhupur, Tehsil Chandausi, District Varanasi, UP, Defendants no.1 to 3, either jointly or severally, shall not sell, alienate or create any third party right or interest in any other immoveable property/s, as detailed above, unless and until and before the entire Settlement Amount of **Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) each** is paid to Plaintiffs jointly and to the Defendant no.4 in terms of this Agreement.

10. That it is agreed amongst the Parties that Defendants no.1 to 3, jointly and severally, shall be liable to pay all the taxes, dues, debts, penalties, outstanding, claims, demands, levies, interest, municipal taxes etc., whether past, present or future, with respect to the aforesaid properties and/or the entire estate of Late Smt. Sarla Rani Agrawal. Defendants no.1 to 3, jointly and severally, shall also be alone liable and responsible to take legal steps in order to secure possession and/or otherwise make the aforesaid properties marketable, and all the expenses, charges, fees, or any other amount(s)of any kind etc. paid / payable by Defendants no.1 to 3 in any manner, shall be their own responsibility and liability, for which nothing shall be payable by Plaintiffs or Defendant no.4. Defendant nos. 1 to 3, jointly and severally, shall always keep Plaintiffs and Defendant no.4 indemnified

Manjari Agrawal Manjari Agrawal Yash Goyal

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against all and/or any such aforesaid liabilities, charges, dues, responsibilities, taxes, debts, penalties, outstanding, claims, demands, levies, interest, municipal taxes etc.

11. That the Original Title Documents and/or Chain of Title Deeds of the aforesaid properties are already with Defendant nos.1 to 3.

12. It is agreed amongst Defendants no.1 to 3 that Defendants no.1 and 3 shall also transfer their respective share in the above mentioned ten properties in favour of Defendant no.2 without taking any consideration at present. Defendants no.1 and 3 have inter-se decided and agreed to settle consideration of their share in the properties amicably later on as per their choice with Defendant no.2, as Defendants no.1, 2 and 3 have very cordial relations. Said decision has been taken by Defendant no.1 and 3 after due deliberations and considering all consequences. However, it is made clear that for any delay on the part of Defendants no.1, 2 and 3 or for any understanding/s between Defendants no.1, 2 and 3, neither the Plaintiffs nor Defendant no.4 shall be liable or responsible and the balance settlement amount payable to Plaintiffs jointly and to Defendant no.4 shall be paid by them within time, irrespective of any *inter-se* disputes or misunderstandings between Defendants no.1, 2 and 3.

Manjari Agrawal Manjari Agrawal Yash Goyal

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13. That Defendant no.1 and his partnership firm, M/s Soft Options, have given up all their claims, demands etc. against Plaintiffs and against M/s Aastha Enterprises including the claim made in the Counter Claim.

14. That the parties agree that for the purposes of giving effect to the terms of the Settlement Agreement, more particularly for execution of requisite transfer documents in favour of Defendants No.1 to 3 or in favour of Defendant No.2 alone, with respect to the immoveable properties mentioned above, a WhatsApp group shall be created for co-ordination and sharing of documents, wherein all the Parties and/or their Power of Attorney holders / Authorized Representatives alongwith their respective counsels shall be members. Defendants No.1 to 3 shall duly inform the Plaintiffs and Defendant No.4 on the said Whatsapp group at least **14 days** in advance of requirement of any document, execution of document, or cooperation or presence needed of any of the Parties in this regard. The requisite documents, if available with Defendants no.1 to 3, or compliances to be executed by any of the parties, shall be made known and shared on the group atleast **14 days** in advance, and the party/s if required to appear before any authority/s, Sub-Registrar/s etc. shall be communicated so atleast **14 days** in advance.

Manjani Agrawal
Manjani Agrawal

Yash Goyal

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15. If in case any party or its Power of Attorney or Authorized Representative cannot physically appear on the scheduled date and time, for a genuine, reasonable and unforeseen cause, then the parties may mutually decide to postpone the appearance to any other date, as may be convenient to all. However, if the authority, Department, office concerned allows other parties to execute documents and record their appearance, with leverage to the other non-appearing party/s to appear and execute documents later, then in that event, the other parties shall appear and do the needful, as required of them, and the party/s in difficulty may appear and execute documents later in the following **3-4 working days**. It is further clarified that no deliberate, intentional or unreasonable delay shall be caused by either of the party for their appearance or even otherwise. Documents so required, shall be diligently provided, and presence so required shall be adhered to by the concerned party(s). However, it is agreed amongst the Parties that any legal expense, stamp duty, registration fees, charges or any other amount or expense etc., if payable for transfer and/or relinquishment and/or for execution of transfer documents by Plaintiffs and Defendant no.4 in favour of Defendants no.1 to 3 or in favour of Defendant no.2, the same shall be borne by Defendants no.1 to 3, jointly and severally. Defendants no.1 to 3, jointly and severally shall always keep the Plaintiffs and Defendant no.4 indemnified in this respect. However, any

Manjari Agarwal Manjari Agarwal Yash Goyal

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expense incurred towards travel, stay etc. shall be arranged by the parties themselves at their own costs and expenses. A set of documents so executed by Plaintiffs and Defendant No.4 shall after they are registered and/or notarized and/or endorsed by the concerned Department / authority / office, as the case may be, shall be provided by Defendants no.1 to 3 to Plaintiffs and Defendant no.4 for the purposes of their records, as and when Defendants no.1 to 3 get a copy of the same.

16. Further, it is agreed that Defendants no.1 to 3 shall provide all and any other documents, as and when required by Plaintiffs and Defendant no.4, with respect to the estate of Late Smt. Sarla Rani Agrawal. Further, it is agreed that the Plaintiffs and Defendant no.4 shall continue to cooperate with Defendants no.1 to 3, as and when required, even after execution of documents of transfer in favour of Defendants no.1 to 3 or in favour of Defendant no.2 alone with respect to the aforesaid properties.

17. In case of execution of only documents, same may be done by sending the documents to the residence or address of the concerned party for execution. Similarly, for any non-Department meetings same will be held at neutral places, convenient to the parties.

Manjari Agrawal

Manjari Agrawal

Yash Goyal

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18. That it is made clear that and agreed by the Parties that even if the documents transferring the properties are executed by Plaintiffs and Defendant no.4 in favour of either Defendants no.1 to 3 or to Defendant no.2 alone, Defendants no.1 to 3, jointly and severally, shall continue to be liable for payment of the settled amount and for all other consequences, as agreed to in the present Settlement Agreement.

19. That the Parties have agreed that in case of default of any of the terms of the present Settlement Agreement by any of the party/s, the consequences shall be as under:

i. Subject to the aforesaid, if the Plaintiffs breaches and/or violates any of the terms of the present Settlement Agreement, then the Plaintiffs shall not be entitled to any interest for the default period, and the Due date will stand extended by such default period for the Plaintiffs;

ii. Subject to the aforesaid, if Defendant no.4 breaches and/or violates any of the terms of the present Settlement Agreement, then Defendant no.4 shall not be entitled to any interest for the default period, and the Due date will stand extended by such default period for Defendant no.4;

Manjari Agrawal Defts
Manjari Agrawal Yash Goyal

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iii. If Defendants no.1 to 3, jointly or severally, do not pay the entire Settlement Amount by or before the Due Date to Plaintiffs jointly and to Defendant no.4, then in that event, Defendants no.1 to 3, jointly and severally, shall be liable to pay to the Plaintiffs jointly and to the Defendant No.4the balance settlement amount due under this Settlement Agreement along with interest @ 24% p.a. on the remaining / balance settlement amount w.e.f. the Due Date till the date when the said amount with interest is paid to the Plaintiffs and Defendant No.4. The Parties further agree that the Plaintiffs jointly and Defendant no.4 shall have the first charge and right over all the immovable properties mentioned in sub-clause (i) to (ix) of Clause 4 of this Agreement, as detailed above, to recover the settled amount with interest and also the litigation costs including lawyer's fees, auction costs etc., in case Defendants no.1 to 3 breaches the present Settlement Agreement and/or does not make payment of the settled amount within the Due Date.

iv. In addition to the aforesaid consequences, if any party/s breaches and/or violates any of the terms of the present Settlement Agreement, then same shall also amount to Contempt of Court,

Manjari Agrawal Manjari Agrawal Yash Goyal

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and the non-defaulting party/s shall then be entitled to initiate contempt of court proceedings against the defaulting party/s.

20. That after implementation of all the terms of the present Settlement Agreement:

a) parties shall be left with no claims of any nature whatsoever against each other, whether past, present or future,

b) neither of the parties or their related firms or entities shall have any claim of any nature whatsoever against the Plaintiffs or Defendant no.4,

c) Defendants no.1 to 3 and/or Defendant no.2, as the case may be, shall become exclusive owner/s of the aforesaid immoveable properties, as detailed in **Clause 4 above**,

d) Plaintiffs and Defendant no.4 shall have no liability and responsibility of any nature whatsoever, whether past, present or future with respect to any of the aforesaid immoveable properties, as detailed in **Clause 4 above**, and also with respect to the estate of Late Smt. Sarla Rani Agrawal, which assets and liabilities and responsibilities, if any, shall be taken care of and

Manjari Agrawal Manjari Agrawal

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discharged by Defendants no.1 to 3, jointly and severally, keeping Plaintiffs and Defendant no.4 fully indemnified,

e) any case/s, complaint/s, grievance/s etc. made/ lodged by any party against the other, whether in the knowledge of the other party or not, shall be deemed to have been satisfied and withdrawn.

21. It is agreed between the parties that the payment of Settlement Amount to the Plaintiffs and Defendant No. 4, as provided for in Clause 3, shall be a condition precedent for giving complete effect to the present Settlement Agreement. No rights shall be created in favour of any third party in respect of properties, as detailed in Clause 4 (i) to (ix) above, unless the aforesaid condition precedent is fully complied with by Defendant nos.1 to 3.

22. It is agreed that if in case any party is not in a position to physically appear in person before the concerned authority, department, office, officer etc. to execute and/or to acknowledge the execution of the documents of transfer of properties in favour of Defendants no.1 to 3, or in favour of Defendant no.2 alone, then that party would be entitled to send his / her duly Authorized Representative by executing a valid attorney in favour of such authorized person.

Manjari Agarwal Manjari Agarwal

Yash Goyal

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23. That Plaintiffs and Defendant no.4 had already provided their PAN card and Aadhar card and other documents on the WhatsGroup to Defendants no.1 to 3 and on the date of signing of the present Settlement Agreement, Plaintiffs and Defendant no.4 shall also provide twenty passport size photographs and details of their personal bank account for payments of their shares and also for preparation of necessary documents by Defendants no.1 to 3.

24. That the legal heirs, representatives, legal assigns, successors, nominees etc. of the Parties shall be bound by the present Settlement Agreement.

25. That simultaneously with the signing of the Settlement Agreement the Parties herein shall also sign Application inter-alia undertaking to bound by the terms of the present Settlement Agreement and praying for decreeing the suit in terms of the present Settlement Agreement, and for return of Court Fees to Plaintiffs. The parties shall be entitled to seek execution of the decree so passed by the Hon'ble Court, in case the need so arises, and avail any other legal remedy as may be available to give effect to the terms of the present Settlement Agreement, including contempt of court proceedings.

Manjari Agrawal Manjari Agrawal Yash Goyal

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26. That the Parties shall cooperate with each other to give effect to the terms of the present Settlement Agreement in its true letter and spirit.

27. That each party undertakes to execute all/any documents that may be required to perfectly validate the terms of the present Settlement Agreement, and to present themselves, as and when required before the department, authority, Sub-Registrar office concerned, in terms of Clause 14.

28. That the Parties have mutually agreed on the above stated terms and signed the present Settlement Agreement of their own accord with free will without any undue force, duress, coercion or pressure of any kind and shall abide by the said conditions.

29. That the contents of the present settlement agreement have been read over to both the parties in their vernacular language by the mediator and both the parties have understood and agreed to the same.

PARTIES SIGNATURE

Manjari Agrawal

(MANJARI AGRAWAL - PLAINTIFF NO.1)
FIRST PARTY

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(DEEPESH AGRAWAL - PLAINTIFF NO.2)
SECOND PARTY

(ESHA AGRAWAL - PLAINTIFF NO.3)
THROUGH HER MOTHER AND POWER OF ATTORNEY HOLDER
MRS. MANJARI AGRAWAL
THIRD PARTY

(BRAJENDRA KUMAR AGRAWAL - DEFENDANT NO.1)
THROUGH HIS SON MR. SETUL AGRAWAL
FOURTH PARTY

(KRISHNA KUMAR AGRAWAL - DEFENDANT NO.2)
FIFTH PARTY

(SNEH LATA AGRAWAL -DEFENDANT NO.3)
THROUGH HER SON MR. NEERAJ AGRAWAL
SIXTH PARTY

(POOJA GOYAL - DEFENDANT NO.4)
THROUGH HER SON AND SPECIAL POWER OF ATTORNEY HOLDER
MR. YASH GOYAL
SEVENTH PARTY

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COUNSEL SIGNATURES

Bharat Gupta, Enrol. No. (D/697/2007)
Advocate for First Party to the Third Party

Shailender Dahiya, Enrol. No. D/349/1988
Advocate for Fourth Party to the Sixth Party

Tarang Gupta, Enrol. No. D/2039/2015
Advocate for Seventh Party

Tarun Diwan
Mediator

5. A perusal of the Settlement Agreement indicates that the Plaintiffs and Defendants have jointly agreed that Defendants No.1 to 3, jointly and severally, shall pay the Settlement Amount of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) to Plaintiffs jointly and an amount of Rs.2,35,00,000/- (Rupees Two Crores Thirty-Five Lacs Only) to Defendant No.4. The manner of payment has also been captured in the Settlement Agreement.

6. Affidavits have also been filed by all the Parties stating that they have

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entered into the Settlement Agreement and have understood the contents of the Settlement Agreement. The Settlement Agreement also contains signatures of all the Parties/representatives. This Court has gone through the Settlement Agreement dated 05.01.2026, terms of which are legal and lawful.

7. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of the CPC and the Settlement Agreement dated 05.01.2026 entered into between the Parties. Pending applications, if any, also stand disposed of.

8. Let the Decree Sheet be prepared accordingly.

9. The Parties shall be bound by the terms of the Settlement Agreement dated 05.01.2026.

10. Since the Parties have entered into the settlement, the Plaintiffs are entitled to refund of Court Fees. Let the Court Fees be refunded.

11. Failure of Defendant Nos.1 to 3 to make payments will not drive the Plaintiffs to avail the remedy under Order XXI of CPC but shall be seen as a violation of the undertaking given to the Court.

12. In terms of Prayer (d) of I.A. 2969/2026, the share of amount of Plaintiff No.3 be paid by Defendant Nos.1 to 3 to Plaintiff No.1, who is the mother of Plantiff No.3.

13. The applications are disposed of in the aforesaid terms.

SUBRAMONIUM PRASAD, J

FEBRUARY 03, 2026
S. Zakir

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