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

Date of decision: 19.11.2026

\# **CNR No. DLHC010983232010**

\+ RFA 442/2010

JAYANT GHADIA .....Appellant

Through: Mr. Mansoor Ansari, Mr. Akash Kumar and Ms. Pawan Rana, Advocates
Ms. Jaya Goyal, Ms. Manpreet Kaur and Ms. Mehak Babbar, Advocates

versus

RAVINDER KUMAR CHADHA DECD THR LRS & ORS .....Respondents

Through: Mr Khalid Abdullah, Advocate for R-1(b), Appearance not given for R-1(c), Mr. Vikas Bapurao Pakhiddey, Advocate for R-1(d) & 1(e), Mr. Rajat Sehgal, Mr. Aditya Bhardwaj, Mr. Samyak Jain and Mr. Ankur Singh, Advocates for R-3
Mr. Arindam Mukherjee, Mr. Piyush Garg and Ms. Khushi Chhetri, Advocates for R-4

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% JUDGEMENT (ORAL)

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CM APPL. 16021/2026 (Ex. From filing the certified copies of annexures) & CM APPL. 4188/2026 (Ex. From filing the certified copy of judgment)

1. Allowed, subject to all just exceptions.

2. Accordingly, the Applications stand disposed of.

CM APPL. 15828/2026 (U/O XXIII Rule 3 by appellant & R-1(b) & 1 (c), R-3 to 4)

3. The present Application, filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("**CPC**") jointly on behalf of the Appellant, Respondent Nos. 1(b) and 1(c), and Respondent Nos. 3 and 4 ("**Applicants**"), seeks that the settlement arrived at between them, in terms of the Settlement Agreement dated 19.02.2026 ("**Settlement Agreement**"), be taken on record.

4. The Settlement Agreement has been annexed with the present Application, and sets out the respective obligations undertaken by each of its signatories *qua* the property bearing No. F-62, East of Kailash, New Delhi-110065 ("**Subject Property**").

5. The present Application is opposed solely by Respondent Nos. 1(d) and 1(e) ("**Objectors**").

SUBMISSION ON BEHALF OF THE PARTIES:

6. Learned counsel for the Objectors would submit that the terms of the Settlement Agreement are wholly illegal, inasmuch as they run contrary to the terms of the Will dated 01.08.1985 executed by Late Sh. Dewan Chand Chadha ("**Will**"). It would further be submitted that the Settlement Agreement stands vitiated, since the same is in violation of the Explanation to Order XXIII Rule 3 of the CPC.

7. Upon a query of the Court as to how the Settlement Agreement

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falls foul of Order XXIII Rule 3 of the CPC, learned counsel for the Objectors would submit that, in terms of the Explanation thereto, an agreement or compromise which is void or voidable under the Indian Contract Act, 1872 ("**Contract Act**") shall not be deemed to be lawful.

8. Upon a further query as to how the Settlement Agreement is void or voidable, learned counsel would submit that some of the signatories thereto were coerced into signing the same, and that some others were subjected to undue influence. He would further submit that earlier attempts to settle the disputes between the parties had not fructified, and that the impasse now appears to have been overcome by means which, according to him, are unlawful.

9. ***Per contra***, learned counsel for the Applicants would submit that though the Objectors came to be arrayed as Respondents as early as in the year 1995, they have, by virtue of the Judgment dated 31.08.2016 passed in Suit No. 618602/16 ("**Judgment dated 31.08.2016**"), and in particular Paragraph No. 33 thereof, been held not to be the legal heirs of Late Sh. Ravinder Kumar Chadha. It would, therefore, be submitted that the Objectors have no *locus* to oppose the present Application. Paragraph No. 33 of the Judgment dated 31.08.2016 reads as under:

> *"...**33**. In the light of above discussion, I observe that defendant no. 4 and 5 have not been able to establish that they are the legal heirs of deceased Ravinder Kumar Chadha. Similarly, defendant nos. 1 to 3 were proceeded ex-parte in this case vide order dated 06.03.1998 and they did not contest the case on merit. However, on perusal of the testimony of PW-1 Smt. Sushil Mehta, I find that she herself deposed that the deceased defendant Ravinder Kumar Chadha got married to Ms. Neeta Chadha on 27.11.1968 under the Special Marriage Act and out of the said wed lock two children namely Viraj and Pooja were born. Subsequently, she deposed that*

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vide order dated 03.02.1990 passed by the Sh. S.N. Dhingra, the then Ld. ADJ passed a decree of divorce dissolving thereby the marriage solemnized between Late Ravinder Kumar Chadha and Ms. Neeta Chadha. Thus, as per law, Ms. Neeta Chadha also cannot inherit anything from the estate of deceased Sh. Ravinder Kumar Chadha as his legal heir. So far as the LR Nos. 2 and 3 of deceased defendant are concerned they have not come forward to claim their share from the estate of the deceased by way of inheritance, therefore, they also cannot be given any right/claim from the estate of deceased Sh. Ravinder Kumar Chadha. This issue is decided accordingly.

ISSUE NO. 2

Whether the plaintiffs are entitled for the permanent and mandatory injunction against the defendant/LRs as prayed for in the plaint in terms of prayer (c) to (f)? OPP*…"*

10. The submissions with respect illegality of the Settlement Agreement are also vehemently contested by learned counsel for the Applicants, who would, in unison, submit that the allegations are completely unfounded. They would submit that, *de hors* the fact that the Objectors have no *locus*, there is absolutely nothing on record to substantiate the allegation that the Settlement Agreement is the outcome of coercion or undue influence exerted upon its signatories. It would be submitted that, far from there being any coercion, the Settlement Agreement has been entered into upon the free consent of the very signatories thereto, and that the submissions of the learned counsel for the Objectors are, therefore, bereft of any substance.

11. No other submissions were advanced on behalf of the learned counsel appearing on behalf of the Applicants and the learned counsel appearing on behalf of the Objectors.

ANALYSIS:

12. This Court has heard learned counsel for the parties and, with their able assistance, perused the record.

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13. At the very threshold, the question of the *locus* of the Objectors to oppose the present Application merits consideration. The opposition of the Objectors is founded entirely upon their claim to be the legal heirs of Late Sh. Ravinder Kumar Chadha, the original Respondent No. 1, and, thereby as the heirs of Late Sh. Ravinder Kumar Chadha, that they are entitled to a share in his estate. That very claim was the subject matter of Issue No. 6 in Suit No. 618602/16, namely, "*Who have inherited the estate of deceased Sh. R.K. Chadha, whether the defendant nos. 1 to 3 or the defendant nos. 4 & 5 as legal heirs of the deceased Sh. R.K. Chadha?*", and has been answered against the Objectors, who were arrayed therein as defendant nos. 4 and 5, by Paragraph No. 33 of the Judgment dated 31.08.2016, reproduced hereinabove. Although the said Judgment is stated to be under challenge before this Court in RFA 365/2017, there is no stay operating thereon. The finding that the Objectors have not been able to establish that they are the legal heirs of Late Sh. Ravinder Kumar Chadha, therefore, holds the field as on date.

14. A party who, as on date, has been held not to have any right in the estate of the deceased can hardly be heard to oppose a compromise entered into by those who claim through the said estate and by the other co-sharers in the Subject Property, in respect of their own rights and interests. In the considered view of this Court, the Objectors, therefore, have no *locus* to raise the objections as sought to be raised.

15. Nonetheless, Order XXIII Rule 3 of the CPC does not contemplate that a compromise be recorded merely because the parties to it so desire. The provision casts a duty upon the Court to be satisfied that the suit, or the appeal, as the case may be, has been

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adjusted by a lawful agreement or compromise, and this duty does not depend upon whether an objection has been raised or by whom. This Court has, accordingly, examined the objections on their merits as well. Order XXIII Rule 3 of the CPC reads as under:

> *"**3. Compromise of suit.**—Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit:*
> *Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but no adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.*
> ***Explanation.**—An agreement or compromise which is void or voidable under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful within the meaning of this rule."*
>
> ***(Emphasis supplied)***

16. A plain reading of the provision makes it evident that what the Court is required to be satisfied of is that the compromise is lawful, that it is in writing, and that it is signed by the parties. The decree that follows is to be passed "*so far as it relates to the parties to the suit*". The Explanation, in turn, provides the touchstone of lawfulness, *namely*, that an agreement or compromise which is void or voidable under the Contract Act is not a lawful one. The Hon'ble Supreme Court, in ***Banwari Lal v. Chando Devi***[1], has held that the Court is not to put a mere seal of approval upon a compromise, but must apply its judicial mind and satisfy itself that the compromise is lawful before

[1] (1993) 1 SCC 581

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recording the same.

17. This Court proceeds to examine the agreement on merits. The same is also linked to the objection raised by the objectors. The Objectors contend that the consent of some of its signatories was caused by coercion, and that of some others by undue influence. The consequence of consent being so caused is provided in Sections 19 and 19A of the Contract Act, the relevant portions whereof read as under:

> *"**19. Voidability of agreements without free consent.**—When consent to an agreement is caused by coercion, fraud or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused.*
> *xxx xxx xxx*
> ***19A. Power to set aside contract induced by undue influence.**— When consent to an agreement is caused by undue influence, the agreement is a contract voidable at the option of the party whose consent was so caused."*
>
> ***(Emphasis supplied)***

18. An agreement induced by coercion or undue influence is, thus, not void, but voidable, and that too only at the option of the party whose consent was so caused. The right to avoid such an agreement is personal to the party whose consent stands vitiated, and it is for that party alone to elect whether to affirm or to avoid the agreement.

19. In the present case, not one of the signatories to the Settlement Agreement has come forward to allege that his or her consent was caused by coercion or undue influence. On the contrary, each of them has joined in the present Application, and learned counsel appearing for each of them have, in unison, affirmed before this Court that the Settlement Agreement is the result of their free consent. The Settlement Agreement itself records as much, in Clause 3 thereof, which reads as under:

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> *"3. The Parties further agree that the present Settlement Agreement has been read over and explained to the Parties in vernacular in Hindi in the presence of their respective counsel. The Parties have agreed to the present terms after thoroughly reading and understanding the same by their mutual irrevocable voluntary consent without any force, coercion, misrepresentation, undue influence, pressure from any corner and will not retract such consent at any stage in any manner whatsoever."*
>
> ***(Emphasis supplied)***

20. This Court is of the considered opinion that when the very persons whose consent is said to have been vitiated affirm that they entered into the Settlement Agreement of their own free will, it is not open to a stranger to the said agreement to avoid it on their behalf, or to insist that their consent be treated as having been obtained by coercion or undue influence.

21. That apart, the plea is wholly bald. Coercion and undue influence are matters of fact, which must be specifically pleaded with full particulars and established. Order VI Rule 4 of the CPC, which embodies this principle, reads as under:

> *"**4. Particulars to be given where necessary.**—In all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, wilful default, or undue influence, and in all other cases in which particulars may be necessary beyond such as are exemplified in the forms aforesaid, particulars (with dates and items if necessary) shall be stated in the pleading."*
>
> ***(Emphasis supplied)***

22. The Objectors have not disclosed which of the signatories was coerced, by whom, in what manner, or when, nor which of them was subjected to undue influence, or by whom the said influence was exercised. Nothing has been placed on record to lend even a semblance of support to the allegations.

23. Further, the circumstance that earlier attempts at a settlement

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between the parties did not fructify does not, by itself, render a subsequent settlement suspect. Parties to a litigation are free to resolve their disputes at any stage, and the mere fact that they have succeeded in doing so, after earlier attempts had failed, furnishes no ground to infer that the settlement was brought about by unlawful means.

24. The contention that the Settlement Agreement runs contrary to the terms of the Will fares no better. Before adverting to the said contention, it would be apposite to notice the relevant terms of the Will. The Will, after enumerating the legal heirs of the testator, sets out his properties, the first of which, at Clause (A), is the Subject Property, described therein as a house comprising one storey. By Clause (I) thereof, the testator directed that, after his death, all his properties, including the Subject Property, would remain in the possession, management and control of his wife, Smt. Krishna Wanti Chadha, who was to hold the same as a custodian during her lifetime, without any right to sell, transfer or mortgage them. By Clause (II), the testator provided that, upon the death of his wife, the said properties would go in the ownership of his other legal heirs. Insofar as the Subject Property is concerned, the built-up ground floor was divided between his elder daughter, Smt. Pushpa Kumari, and his son, Late Sh. Ravinder Kumar Chadha, while the unbuilt first floor and the unbuilt second floor were given to his daughters, Smt. Chander Kanta and Smt. Sushil Kumari, respectively. Each of the said dispositions is accompanied by a stipulation that the beneficiary shall have no right to sell, transfer or mortgage the portion given to him or her. The Will further contains a Note, permitting a beneficiary in dire and genuine need to dispose of his portion of the property mentioned in Clause

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(A), *i.e.*, the Subject Property, by sale only to the other legal heirs of the testator or their successors, and to nobody else. The relevant portions of the Will read as under:

> *"Whereas my properties are :-*
>
> *A. House No. F – 62, East of Kailash, New Delhi -65, comprising one storey.*
>
> *xxx xxx xxx*
>
> *(I) That after my death all my properties both moveable and immoveable will go in possession and in management and in control of my wife Shrimati Krishna Wanti Chadha i.e. the properties detailed in clauses (A) to (H). More-over she shall be entitled to all Bank, Post Office, Companies Deposits except those fixed deposits which stands jointly with any of my legal heirs. She shall be fully entitled exclusively to continue to put up her residence in the properties (A) and enjoy the rents and interest of these properties. She may permit any of her legal heir to stay with her if she so desires. As stated above all the properties from (A) to (E) will go in possession of my wife Shrimati Krishna Wanti Chadha, but she shall remain as custodian till her life and shall have no right to sell or transfer or mortgage in any manner.*
>
> *xxx xxx xxx*
>
> *(II) Whereas after the death of my wife Shrimati Krishna Wanti Chadha all the properties detailed above will go in the ownership of the other legal heirs as such as mentioned below:*
>
> *(a) That the property house bearing No. F-62, East of Kailash, New Delhi mentioned above in clause (A) is a single storey building and its ground floor is constructed so far by me. But I want its built-up ground floor and unbuilt-up Ist and 2nd Floors to be divided among all my said four legal heirs, as detailed below.*
>
> *(i) Built-up Ground Floor of the said House No. F-62, mentioned above in Column (A) shall be divided in two portions as under between my elder daughter Pushpa Kumari and my only son Ravinder Kumar. But both of them shall have no right to sell, transfer or mortgage them. Pushpa Kumari is married but her legal heirs or her husband shall have absolutely no right and shall not be entitled to her said share in the said house No. F-62 or her other shares in my other properties, moveable or immoveable.*
>
> *xxx xxx xxx*
>
> *As mentioned above, both Pushpa Kumari and Ravinder Kumar shall have no rights to sell, transfer or mortgage their respective portions of the Ground Floor. After the death of Pushpa Kumari*

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the whole ground floor shall pass into the possession and control of my son Ravinder Kumar. After the death of Ravinder Kumar the said property shall pass in the hands of his legal heirs, who shall have no rights to sell, transfer or mortgage any portion or all the ground floor. If Pushpa Kumari or Ravinder Kumar as both so desires, a wall can be constructed to separate the front and back portion of the said house No. F-62,

(ii) As regards ownership of unbuilt Ist Floor of the said house F-62 it shall go into possession and control of my third daughter Chander Kanta, who shall have every right to construct it but she shall have no right to sell transfer or mortgage any portion or all of unbuilt or builtup first floor. She shall have all the rights to construct and live in the first floor and she shall have then right to use the common facility of the staircase and also can construct to water tank or the terrace of the second floor.

(iii) As regards, ownership of unbuilt 2nd floor of the said House No. F-62 it shall go into the possession and control of my second daughter Sushil Kumari. She shall have all the rights to construct the second floor and live in it. She shall also have the rights to use the common facility of the staircase and construct a water tank on the terrace of the 2nd floor, but Sushil Kumari shall have no right also to sell, transfer or mortgage any portion or all unbuilt or builtup second floor.

xxx xxx xxx

Note: If any of my legal heirs or my successors is in dire and genuine need of disposing of this portion, of the property mentioned in clause (A) i.e. House No. F-62, East of Kailash, New Delhi - 65. He shall be entitled only to sell it to anyone or more of my legal heirs or their successors and to nobody else at any cost. If anyone sole desires are needs to rent out this portion are part of it, he shall be free to do so. But it should be noted that he may rent his portion are part of it to such a person who is a perfect gentleman. It would be better if he consults his my other heirs before renting out the portion."

(Emphasis supplied)

25. A reading of the aforesaid Clause makes it evident that the dispositive part of the Will is couched in terms of ownership. The testator has not merely permitted his legal heirs to occupy or enjoy their respective portions, but has, in express terms, provided that the properties *"will go in the ownership"* of his legal heirs, and has, in

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describing the bequests of the first and second floors of the Subject Property, again spoken of their *"ownership"*. Unlike the interest given to his wife under Clause (I), which was expressly limited to her lifetime and in the capacity of a custodian, the bequests under Clause (II) are not limited in duration. The prohibition against sale, transfer or mortgage, and the Note permitting a sale only to the other legal heirs or their successors, do not purport to cut down the estate so given, or to provide for its devolution upon some other person. They seek, instead, to regulate the manner in which the legatees may deal with what has already been given to them in ownership.

26. The legal consequence of such a direction is provided for in Section 138 of the Indian Succession Act, 1925 (**"Succession Act"**), which reads as under:

> *"**138. Direction that fund be employed in particular manner following absolute bequest of same to or for benefit of any person.**—Where a fund is bequeathed absolutely to or for the benefit of any person, but the will contains a direction that it shall be applied or enjoyed in a particular manner, the legatee shall be entitled to receive the fund as if the will had contained no such direction.*
>
> ***(Emphasis supplied)***

27. Section 138 of the Succession Act embodies the principle that once a testator has parted with the whole of his interest in the property bequeathed, by giving it absolutely to the legatee, he cannot, by a further direction in the same Will, control the manner in which the legatee is to apply or enjoy it. Such a direction is inconsistent with the absolute interest already given, and the legatee takes the property as if the direction had not been made. The Hon'ble Supreme Court, in

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Purnendu Nath Tagore v. Administrator-General of West Bengal[2], applied the said provision to hold that a direction in a Will postponing the legatee's right to possession of property absolutely bequeathed to him, beyond the age of majority, was contrary to Section 138 of the Succession Act and, as such, void.

28. The said provision is a statutory expression of the settled rule of construction that, where a Will confers an absolute estate upon a legatee, any subsequent clause which is repugnant to the absolute estate so conferred cannot cut down the same, and must be disregarded. The Hon'ble Supreme Court, in ***Madhuri Ghosh v. Debobroto Dutta***[3], reiterated the said rule, by reference to its earlier decision in ***Mauleshwar Mani v. Jagdish Prasad***[4], in the following terms:

> *"**13.** This judgment was referred to with approval and followed in Mauleshwar Mani & Ors. vs. Jagdish Prasad & Ors. (2002) 2 SCC 468 as follows:*
>
> *"The next question that arises for consideration is, the validity of the second part of the will whereby and whereunder the testator gave the very same property to nine sons of his daughters. In Ramkishorelal v. Kamalnarayan it was held that in a disposition of properties, if there is a clear conflict between what is said in one part of the document and in another where in an earlier part of the document some property is given absolutely to one person but later on, other directions about the same property are given which conflict with and take away from the absolute title given in the earlier portion, in such a conflict the earlier disposition of absolute title should prevail and the later directions of disposition should be disregarded. In Radha Sundar Dutta v. Mohd. Jahadur Rahim it was held where there is conflict between the earlier clause and the later clauses and it is not possible to give effect to all of them, then the rule of construction is well established that it is the earlier clause that must override the later clauses and not vice versa. In Rameshwar Bakhsh Singh v. Balraj Kuar it was laid down that*

[2] AIR 1954 SC 41
[3] (2016) 10 SCC 805
[4] (2002) 2 SCC 468

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where an absolute estate is created by a will in favour of devisee, the clauses in the will which are repugnant to such absolute estate cannot cut down the estate; but they must be held to be invalid. …"

(Emphasis supplied)

29. The power to sell, transfer or mortgage is an incident inseparable from ownership. A stipulation which, after conferring ownership, seeks to deny to the owner the power to alienate, or to confine such power to a sale in favour of a limited class of persons, is a direction as to the manner in which the property given is to be enjoyed, and is repugnant to the very ownership so conferred. In terms of Section 138 of the Succession Act, and the rule of repugnancy noticed hereinabove, the legatees under Clause (II) of the Will, and those claiming through them, are entitled to hold their respective portions as if the Will contained no such direction. The stipulation in the Will prohibiting a sale of the Subject Property to persons other than the legal heirs of the testator cannot, therefore, bind the legatees, so as to render unlawful a settlement by which they, or those claiming through them, have chosen to deal with their respective interests in the Subject Property. This Court is not, in the present proceedings, called upon to determine the precise nature or extent of the interest of each of the legatees *inter se*, and nothing stated herein shall be construed as an expression of opinion thereon.

30. It is also pertinent to note that the Will does not, in fact, impose an absolute embargo upon the disposal of the Subject Property. The Note contained in Clause (II) of the Will, extracted hereinabove, expressly contemplates that any of the legal heirs of the testator, or their successors, who is in dire and genuine need, may dispose of his portion of the property described in Clause (A) of the Will, which is

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none other than the Subject Property. The testator has, thus, himself recognised that the legatees would have the power to dispose of their respective portions of the Subject Property. What the Note seeks to do is to regulate the manner in which such power is to be exercised, by confining the class of purchasers to the legal heirs of the testator or their successors, and to nobody else. Such a limitation, being a direction as to the manner in which property absolutely bequeathed is to be dealt with, is precisely the kind of direction which, in terms of Section 138 of the Succession Act, does not bind the legatees. Moreover, the Settlement Agreement is founded upon the consent of all the parties thereto, which include the legal heirs of the testator and the persons claiming through them. The Will, therefore, itself provides for the disposal of the Subject Property, and the limitation contained in the latter part of the Note is taken care of by Section 138 of the Succession Act, read with the consent of all the parties to the Settlement Agreement.

31. Even otherwise, the stipulation, to the extent that it seeks to keep the Subject Property within the family of the testator, is one for the benefit of his legal heirs and their successors. It is those very beneficiaries, and the persons claiming through them, who are signatories to the Settlement Agreement and who have, of their own volition, chosen to settle their respective claims qua the Subject Property. The Objectors, having been held not to be the legal heirs of Late Sh. Ravinder Kumar Chadha, are not persons who can invoke the terms of the Will to oppose such a settlement.

32. Further, whether, and to what extent, the Will restricted the right of Late Sh. Ravinder Kumar Chadha to enter into the Agreement

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to Sell dated 10.10.1994 is precisely the question that arises for consideration in the present Appeal, and which the parties to the Settlement Agreement have chosen to put to rest. Nothing has been pointed out to this Court to show that the object or the consideration of the Settlement Agreement is forbidden by law, or is otherwise such as would render it void under the Contract Act.

33. So also, the allegation that the recording of the Settlement Agreement would amount to a fraud being played upon this Court is unsupported by any material. The signatories have placed the Settlement Agreement before this Court in its entirety, and have, through their respective counsel, affirmed the same.

DECISION:

34. In view of the foregoing, this Court finds no reason to deny the relief sought in the present Application. This Court is satisfied that the parties being the Appellant, Respondent Nos. 1(b) and 1(c), and Respondent Nos. 3 and 4, have successfully resolved their disputes by a lawful agreement in writing and affixed their signatures thereto. The prayer made in the present Application is, accordingly, allowed, and the Settlement Agreement is taken on record. The parties to the Settlement Agreement shall remain bound by the terms thereof.

35. It is, however, made clear that the Settlement Agreement shall bind only the parties thereto, and nothing contained herein shall be construed as an expression of opinion on the merits of RFA 365/2017. The rights of the Objectors, if any, shall abide by the outcome of the said Appeal.

36. The present Application stands disposed of in the aforesaid

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terms.

RFA 442/2010, CM APPL. 60042/2023 (U/O XXIII Rule 3 by appellant & R-3), CM APPL. 4187/2026 (U/O XXIII Rule 3 by appellant & R-1(b) & CM APPL. 5873/2026 (Dir.)

37. In view of the settlement arrived at between the parties, learned counsel for the Appellant and for the Respondents, who are signatories to the Settlement Agreement are *ad idem* that nothing further survives for adjudication in the present Appeal, and that the same may be disposed of in terms of the Settlement Agreement.

38. In view thereof, the present Appeal, along with the pending Applications, stands disposed of in terms of the Settlement Agreement dated 19.02.2026.

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 19, 2026/dy/**DJ**

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