



2026:DHC:9204



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

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Reserved on: 21st August, 2026
Pronounced on: 15th October, 2026
Uploaded on: 15th October, 2026

CNR No. DLHC010172862026

+ **RFA 406/2026, CM APPL.27021/2026, CM APL.27023/2026**

MUNNI

W/o Nanhe Khan
105/12, Adhchini Village
Malviya Nagar
PO Malviya Nagar
District South Delhi-110017.

.....Appellant

Through: Mr. Ankit Jain, Sr. Advocate with Mr.
Vardhman Kaushik, Mr. Eish
Kesharwani and Mr. Parth Gautam,
Advocates.

versus

1. **KAMAL RAMNANI**
R/o GH-14, Flat No.948
Paschim Vihar, New Delhi-110063.
2. **BHIMSAIN RAMNANI**
R/o A-74, Double Storey Flats
Ramesh Nagar, New Delhi-110015.
3. **JANGJIT SINGH**
S/o Sh. Swaroop Singh
R/o J-1/2 PS Defence Colony
Near Moolchand Flyover
NDSE-II, New Delhi-110049.
4. **SHEO RAJ SINGH**



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S/o Sh. Kadam Singh
R/o H.No.7, Radhey Shyam Park
Krishna Nagar, East Delhi-110057.

.....Respondents

Through: Mr. Sanjiv Kumar Saxena, Mr. Mukesh Kumar Tiwar, Mr. Ramneek Mishra, Ms. Reba Jena Mishra, Mr. Mukul Yadav, Advocates for R3 and R4.
Mr. Sanjeev Mahajan, Sr. Advocate with Mr. Aman Sarin, Sr. Advocate and Mr. Deepak Arora, Ms. Simran Rao, Mr. Munendra Pratap Singh, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present **Regular First Appeal under Section 96 CPC** assails the **judgment and decree dated 10.12.2025** whereby the Appellant's Suit for cancellation of the Memorandum of Understanding and Permanent Injunction, was rejected under **Order VII Rule 11 CPC**, by the learned District Judge-New Delhi.
2. The **Appellant/Plaintiff, Munni** instituted **CS DJ No. 798/2025** against *Kamal Ramnani/Defendant No. 1, Bhimsain Ramnani/Defendant No. 2, Jangjit Singh/Defendant No. 3 and Sheo Raj Singh/Defendant No. 4*, seeking cancellation of the MOU dated 26.09.2024 as *void and illegal*, and a Permanent Injunction for restraining Defendants from enforcing it.



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3. The **brief facts**, as narrated in the plaint, were that the Government Employees Sarvodaya Co-operative Housing Society had been allotted land in Village Begumpur and Adhchini under a **registered lease deed dated 08.02.1968**, and that plots were allotted to its members according to their shares. Late Smt. Parvati K. Singh, then a Government of India employee, became a member of the Society and was allotted a plot measuring 300 square yards, bearing **No. B-48, Sarvodaya Enclave, New Delhi, admeasuring 300 square yards** (*hereinafter referred to as the "suit property"*) on which she constructed the residential house comprising the suit property. The property was converted from leasehold to freehold by the Delhi Development Authority through a **conveyance deed dated 16.10.2000** in her favour. It was stated that the suit property was self-acquired by late Smt. Parvati K. Singh and that she remained its absolute owner and in possession, till her death on 28.04.2021.

4. Late **Shri Kamini Kumar Singh and his wife, late Smt. Parvati K. Singh**, had resided in the suit property since 1970. Late Shri Kamini K. Singh and late Smt. Parvati K. Singh had no children. **Late Shri Kamini K. Singh died on 16.02.2018**, and **late Smt. Parvati K. Singh died on 28.04.2021**, during the second COVID-19 lockdown. The Plaintiff stated that she informed Parvati's relatives of her death, but none came forward. The Plaintiff and her children therefore, performed Parvati's last rites according to Hindu rites and customs.

5. The Plaintiff asserted that she began working for late Shri Kamini K. Singh and late Smt. Parvati K. Singh as a caretaker and domestic helper in 1975, when she was about 25 years old. She took care of them devotedly and that they treated her as a daughter and a family member. She further



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claimed that she lived with the couple, in the suit property and that her children and other family members, helped in taking care of them. According to her, late Smt. Parvati K. Singh had, on several occasions, asked her to look after and maintain the property, after her death. She also stated that the couple's relatives neither visited nor enquired about their well-being.

6. After Mrs. Parvati's husband's death and as she grew older and lonelier, **she executed a Will dated 25.08.2020 bequeathing the suit property to the Plaintiff.** The Plaintiff stated that Parvati handed over the original title documents to her and she continued to reside in the suit property.

7. The Plaintiff alleged that, on 07.08.2021, Defendant Nos. 1 and 2, claiming to be nephews of late Smt. Parvati K. Singh with other persons, came to the suit property and attempted to dispossess her and her children. She stated that some neighbours supported her, but Defendant Nos. 1 and 2 became violent. Her son, Shakir Ali, then made a PCR call. When the police arrived, the Plaintiff told them that Defendant Nos. 1 and 2 had not visited Parvati during her lifetime, and that she claimed the ownership of the suit property on the basis of the **dated 25.08.2020** and that she was in possession of it.

8. The Plaintiff further stated that, after police intervention, Defendant Nos. 1 and 2 left the suit property and went to Police Station Malviya Nagar, where Defendant No. 2 lodged a *false and frivolous* **Complaint No. 1701/GC dated 07.08.2021**. In the said complaint, Defendant No. 2 stated that Smt. Rita Teotia had informed Defendant Nos. 1 and 2 that late Smt. Parvati K. Singh had executed a Will in their favour and had handed them the



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keys to the property, on **22.05.2021**. The Defendants further stated that, when they visited the property on 07.08.2021, they found that the locks they had put on it, had been broken and that the Plaintiff, accompanied by two or three men and women, had forcibly entered and occupied the premises.

9. The Plaintiff asserted that another false Complaint dated 12.08.2021 was made by Defendant Nos. 1 and 2 to SHO, PS Malviya Nagar, against the Plaintiff and her sons, Shakir Ali and Imran Khan. In addition to repeating the allegations made in the earlier Complaint, Defendant Nos. 1 and 2 accused the Plaintiff and her family members of causing late Smt. Parvati K. Singh's death, attempting to grab her property, and steal her documents, cash and other valuables.

10. The Plaintiff stated that she received a Notice dated 10.08.2021 from Shri Sandeep Kumar, Sub-Inspector, Police Station Malviya Nagar, on 12.08.2021, requiring her to respond to eight questions. She submitted a Reply dated 12.08.2021, which was received by the Sub-Inspector on 13.08.2021. In her Reply, she set out her version of the incident of 07.08.2021, alleging that Defendant Nos. 1 and 2 had attempted to dispossess her, and asserted that late Smt. Parvati K. Singh had executed a Will dated 25.08.2020, in her favour.

11. The Plaintiff stated that, despite the Complaints, the police did not register an FIR against Defendant Nos. 1 and 2 or the other persons, involved in the incident of 07.08.2021. Apprehending dispossession, she instituted **Suit No. 666/2021 for Permanent Injunction** before the learned Senior Civil Judge, Saket, on 21.08.2021. The learned Senior Civil Judge *vide* Order dated 26.08.2021, restrained Defendant Nos. 1 and 2 from



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disturbing her peaceful possession of the suit property and also restrained her from creating any third-party interest in it.

12. Thereafter, on 22.12.2023, the Plaintiff applied to amend the plaint to seek a Declaration that she was the owner of the suit property under the Will dated 25.08.2020, and that the Will dated 08.11.2016, relied on by Defendant Nos. 1 and 2, was null and void. The Application was allowed, *vide* Order dated 30.04.2024, and the amended plaint was taken on record.

13. The Plaintiff also instituted **Test Case No. 9/2022** before this Court on 21.01.2022, seeking probate or Letters of Administration in respect of the Will dated 25.08.2020 executed by late Smt. Parvati K. Singh in her favour.

14. Defendant Nos. 1 and 2 were arrayed as Respondent Nos. 2 and 3. In their Objections, they relied on a Will dated 08.11.2016, which they claimed bequeathed the suit property to them, and asserted that the keys and possession had been handed over to them, on 22.05.2021. **The Plaintiff filed a Replication**, reaffirming her ownership in the suit property, by virtue of Will dated 25.08.2020. The proceedings had reached the Respondents' evidence stage before Test Case No. 9/2022, was dismissed as withdrawn on 15.10.2024.

15. While Suit No. 666/2021 and Test Case No. 9/2022 were pending, the Plaintiff alleged that Defendant Nos. 1 and 2 repeatedly pressurized her and her family, not to pursue the Probate Petition and threatened them with serious consequences, if she did not withdraw it.

16. She further alleged that, following the Complaint lodged by Defendant Nos. 1 and 2, **FIR No. 615/2022** under Sections 417, 467, 468, 471, 120-B and 511 IPC, was registered on 18.10.2022 at Police Station



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Malviya Nagar against her and her sons, Shakir Ali and Imran Khan, who were the witnesses to the Will dated 25.08.2020.

17. The Plaintiff further alleged that, in or around the second week of August 2024, Defendant Nos. 1 and 2 called her son, Shakir Ali, and told him that all three accused in FIR No. 615/2022 had been found guilty and would soon be charge-sheeted. They allegedly used this to pressure her to withdraw Test Case No. 9/2022. They also said they would institute Probate proceedings, on the basis of the Will dated 08.11.2016 and that she should not oppose them, if she wanted her family to remain safe from arrest and imprisonment.

18. The Plaintiff stated that Defendant No. 1 then asked Shakir to meet them at A-63, Defence Colony. When Shakir went there, he saw Defendant No. 1's elder brother, Prakash, and builder Manish Goyal. During the meeting, Defendant No. 1 and others allegedly threatened that, unless Shakir persuaded his mother to withdraw the Test Case unconditionally, the family would be convicted and imprisoned. They also allegedly said that they had already applied to the police, to have the Plaintiff and her family arrested. Shakir later informed the Plaintiff about the meeting.

19. The Plaintiff stated that, about a week after the first meeting, Shakir was called to a second meeting at A-63, Defence Colony. Defendant No. 1, his brother-in-law and the builder were present. She alleged that they again warned and threatened Shakir. Shakir later, met them a third time. The Plaintiff alleged that Defendant No. 1 again pressed for withdrawal of the Test Case and, when Shakir said that she was no longer in possession of the property, they replied that they would take possession by any means. Feeling



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confused, indecisive and afraid, Shakir told them that he would speak to his mother and family and try to persuade them to withdraw the Probate case.

20. Thereafter, **Defendant Nos. 1 and 2 instituted Test Case No. 72/2024** before this Court on 02.09.2024, relying on the Will dated 08.11.2016. Meanwhile, in Test Case No. 9/2022 of the plaintiff, the cross-examination of Respondent No. 1's witness, Kamal Ramnani, scheduled for 20.09.2024, was adjourned at the Plaintiff's request and fixed for 26.09.2024 at 3:00 p.m.

21. A chargesheet was filed in FIR No. 615/2022, as noted in the Order dated 25.09.2024 passed by the learned JMFC. The Plaintiff alleged that, after being told of the chargesheet, Shakir was asked to come to the High Court, in the morning on 26.09.2024. He and the Plaintiff arrived at about 11:00 a.m. and met Defendant Nos. 1 and 2. She alleged that they pressurized her to settle despite her unwillingness, prepared the MOU on stamp paper they had purchased, and asked her to put her thumb impression on it. She claimed that she did so under pressure and coercion, without reading or understanding its contents

22. The Plaintiff alleged that she had not executed the MOU dated 26.09.2024 of her own free will, but under pressure and coercion. She maintained that she had no intention of withdrawing Test Case No. 9/2022 or relinquishing her rights under the Will dated 25.08.2020. She asserted that, but for her apprehension of arrest, she would neither have entered into the MOU nor made a statement before the Local Commissioner to withdraw the Test Case. She also stated that Defendant Nos. 1 and 2 retained the original MOU and had promised to provide her with a copy later.

23. On 26.09.2024, the Plaintiff made a statement before the Local Commissioner in Test Case No. 9/2022. On 15.10.2024, through counsel,



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she sought unconditional withdrawal of that petition and confirmed that she was abandoning her claim under the Will dated 25.08.2020. This Court dismissed the Test Case No. . 9/2022 as withdrawn, with no liberty reserved to the petitioner, and directed that it not be listed further. The Order also recorded the Respondents' counsel's statement that the Plaintiff and Shakir, had undertaken to hand over vacant possession to Respondent Nos. 2 to 4.

24. The Plaintiff filed **Review Petition No. 350/2025** challenging the Order dated **15.10.2024**, by which Test Case No. 9/2022 had been dismissed as withdrawn. By order dated **02.07.2025**, the learned Single Judge dismissed the Review Petition, finding the allegations of coercion, to be without merit and holding that there was no ground to recall the withdrawal Order. The Order also recorded a proposed arrangement for the parties to pursue quashing of the FIR, hand over possession, and pay ₹20,00,000 with interest simultaneously.

25. The Plaintiff challenged the Review Order dated **02.07.2025**, in **FAO(OS) 84/2025**. On **31.07.2025**, after some arguments, she sought leave to withdraw the Appeal so that she could approach the learned Single Judge on grounds that had not been considered in the Review proceedings. The **Division Bench dismissed the Appeal and the pending Applications, as withdrawn.**

26. The Plaintiff contended that the amount of **₹20,00,000** contemplated by the MOU was grossly disproportionate to the **₹2,07,00,000** sale consideration under the earlier Agreement to Sell with Defendant Nos. 3 and 4.

27. The Plaintiff further stated that, relying on the Will dated 25.08.2020, she entered into an Agreement to Sell dated 30.05.2024 with **Jangjit Singh**



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and Sheo Raj Singh (Defendant Nos. 3 and 4) for a total consideration of ₹2,07,00,000, and delivered possession of the suit property, to them. She claimed to have received ₹1,88,00,000 from them through RTGS transfers and cash in instalments between 2021 and 2024, with the remaining ₹19,00,000 payable upon registration of the sale deed. She relied on the Agreement, the payments and delivery of possession, to assert that the sale transaction pre-dated the MOU dated 26.09.2024 and created a binding contract with Defendant Nos. 3 and 4.

28. On **11.10.2025**, the Plaintiff filed **IA No. 26137/2025 under Section 151 CPC**, seeking recall of the Orders dated **15.10.2024** and **02.07.2025**. She maintained that fear of arrest had prevented her from disclosing the Agreement to Sell with Defendant Nos. 3 and 4 and the alleged delivery of possession to them in the earlier proceedings. By Order dated **15.10.2025**, the learned Single Judge dismissed the Application, finding no ground to recall the earlier Orders and rejecting the allegations of coercion.

29. **Defendant Nos. 3 and 4, Jangjit Singh and Sheo Raj Singh**, had also filed **FAO(OS) 134/2025**, challenging Orders passed in Test Case No. 9/2022. By Order dated **04.11.2025**, the Division Bench dismissed the Appeal and pending Applications, as withdrawn and clarified that the observations in those Orders would not constitute a final determination of the merits of any suit for Specific Performance that the buyers might institute. Any such suit, it clarified, would be decided independently of those observations.

30. The Plaintiff thereafter, filed **FAO(OS) 137/2025**, challenging the Orders dated **15.10.2024**, **02.07.2025** and **15.10.2025**. On **11.11.2025**, she



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withdrew the Appeal with liberty to raise fresh jurisdictional grounds before the learned Single Judge, by way of an Application.

31. Pursuant to that liberty, the Plaintiff filed **IA No. 28414/2025 under Section 47 CPC** in Test Case No. 9/2022, challenging the directions concerning delivery of possession as being beyond the Probate court's jurisdiction. The learned Single Judge issued Notice on **14.11.2025**. A reply was subsequently filed, and the matter was listed for further consideration on **27.02.2026**.

32. Meanwhile, Defendant Nos. 3 and 4 instituted **CS(OS) 811/2025**, seeking Specific Performance of the Agreement to Sell dated **30.05.2024**. By Order dated **14.11.2025**, this Court issued summons and impleaded Kamal Ramnani and Bhimsain Ramnani, as defendants in that suit.

33. The Plaintiff also instituted **CS DJ No. 798/2025**, seeking cancellation of the MOU dated **26.09.2024** on the ground that it had been obtained through coercion and fear, arising from FIR No. 615/2022. She also sought a Permanent Injunction for restraining Defendant Nos. 1 and 2, from enforcing the MOU.

34. Separately, in **Suit No. 666/2021**, Defendant Nos. 3 and 4 filed an Application dated **09.12.2025** under Order I Rule 10 CPC, seeking to be impleaded as parties.

35. By judgment and decree dated **10.12.2025**, the learned District Judge **rejected the plaint in present CS DJ No. 798/2025 under Order VII Rule 11 CPC**. Relying on the statement before the Local Commissioner and the High Court's orders dated 15.10.2024 and 02.07.2025, the learned District Judge *held that the MOU had been executed voluntarily and without duress, and that the plaint disclosed no cause of action.*



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36. *Aggrieved by the judgment and decree dated 10.12.2025, whereby the Suit bearing no. CS DJ No. 798/2025 was rejected, the Plaintiff/Appellant has preferred the present.*

37. The **grounds of challenge** are, that the learned District Judge exceeded the scope of an inquiry under **Order VII Rule 11 CPC**, by rejecting the plaint despite the Appellant's case that it disclosed a cause of action. She further stated that the plaint could not have been rejected on the ground that the cause of action had not accrued in her favour.

38. The Appellant had relied on J. Muthurajan & Anr. v. Vaikundarajan & Ors., **2026 INSC 139**, and had submitted that where coercion had been alleged in the execution of a document, the dispute could not have been determined without a trial.

39. Further it is contended that the learned District Judge had improperly relied on observations made by the High Court in its Order dated **02.07.2025** in **Review Petition No. 350/2025**, even though those observations had not been made after trial and did not operate as res judicata, under Section 11 CPC.

40. The Appellant had further submitted that the Order dated **15.10.2024** in **Test Case No. 9/2022** could not have been relied upon, to reject the plaint because, according to her, the issues arising from that Order had not attained finality.

41. It is contended that the learned District Judge had failed to consider her case that she was elderly, illiterate woman who had been coerced into placing her thumb impression on the MOU and Defendant Nos. 1 and 2 had threatened that she and her son would be charge-sheeted and imprisoned, if she did not cooperate with them.



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42. It is further contended that the alleged Settlement for **₹20,00,000** had been grossly disproportionate to the value of the property, which is placed at **₹6.42 crores**. She had also asserted that she had already received **₹2.7 crores** from Defendant Nos. 3 and 4.

43. It is submitted that she and Defendant Nos. 3 and 4 had not been given an opportunity to lead evidence concerning the Agreement to Sell, whose terms, she had contended, ought to have been read together with the MOU.

44. The Appellant had accordingly, sought the setting aside of the impugned judgment and decree and a direction that the Suit be tried on merits, in a time-bound period.

45. In her **written submissions**, the Appellant substantially reiterated the averments and grounds already set out in the plaint and the appeal.

46. **Respondent No. 1/Kamal Ramnani, in his written submissions**, stated that the Appellant had entered into the settlement voluntarily. It was alleged that she had fabricated the Will dated **25.08.2020**, purportedly executed by late Shrimati Parvati, and had broken open the locks of the suit property before entering the suit premises, in August 2021. It is stated that the Appellant had made a *statement on oath* before the Local Commissioner on **26.09.2024**, stating that she had settled the disputes and wished to withdraw the testamentary Petition of her own free will, without pressure, coercion or undue influence, and after understanding the consequences of her statement.

47. The Appellant's statement had also been recorded before the Court on **15.10.2024**. She had accepted the unconditional withdrawal of the testamentary case, which was thereafter, dismissed as withdrawn without liberty being reserved.



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48. It is contended that the allegations of coercion and threats, had been raised for the first time in **Review Petition No. 350/2025**. It is stated that *vide* Order dated **02.07.2025**, all the allegations were rejected and no ground to recall the Order dated 15.10.2024, was found. It had noted that the Appellant had been accompanied by her son on **26.09.2024** and **15.10.2024**, and dismissed the Review Petition as being without merit.

49. On that basis, the settlement dated **26.09.2024** had been described as voluntary. The Appellant's **FAO(OS) No. 84/2025** had been withdrawn on **31.07.2025**. She had subsequently filed **IA No. 26137/2025 under Section 151 CPC** in **Test Case No. 9/2022**, seeking recall of the Orders dated **15.10.2024** and **02.07.2025**. The Application had been dismissed by order dated **15.10.2025**.

50. It is further contended that the present suit for cancellation had repeated allegations that had already been rejected by the High Court. It was therefore, submitted that no fresh cause of action had arisen and that the Appellant had suppressed material facts and had not approached the Court with clean hands.

51. Respondent No. 1 had also alleged that the Appellant and Defendant Nos. 3 and 4 had colluded, to take control of the suit property. In support, it was pointed out that Defendant Nos. 3 and 4 had not been parties to the MOU dated **26.09.2024** or to the earlier proceedings before the MOU was executed and **Test Case No. 9/2022** was withdrawn. Their inclusion in the present Suit had, according to Respondent No. 1, been intended to complicate the dispute and enable them to retain possession of the property. The written submissions accordingly, sought dismissal of the appeal.



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52. **Defendant Nos. 3 and 4, Jangjit Singh and Sheo Raj Singh, in their written submissions**, had argued that, although the learned District Judge relied on the Orders dated **15.10.2024**, **02.07.2025** and **15.10.2025** while rejecting the plaint under Order VII Rule 11 CPC, the observations in those Orders had been made beyond the scope of testamentary jurisdiction. They had also pointed out that **IA No. 28414/2025 under Section 47 CPC**, remained pending in the Test Case.

53. They had further submitted that, once the Appellant had alleged coercion, she ought to have been given an opportunity to lead evidence. In their view, the observations made in the Test Case by Order dated **02.07.2025** did not bar a trial of the separate Suit challenging the MOU dated **26.09.2024**. They had accordingly, sought setting aside of the impugned judgment.

Submissions heard and record perused.

54. To understand the challenge in the present Appeal, it would be pertinent to give a brief background in which the Suit which has been rejected under Order VII Rule 11 CPC, has been filed.

55. Admittedly, the suit property belonged to late Shrimati Parvati K. Singh and was converted into freehold by a DDA Conveyance Deed dated 16.10.2000. Her husband, Kamini K. Singh, died on 16.02.2018, and she died on 28.04.2021. They had no children.

56. The Appellant, Munni, claimed that she had served the couple as a caretaker and domestic helper since 1975 and that Shrimati Parvati had executed a Will dated 25.08.2020 in her favour, out of love and affection. She accordingly, filed Test Case No. 9/2022 seeking probate of that Will.



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57. According to her, Respondent Nos. 1 and 2, who claimed to be Shrimati Parvati's nephews, relied upon a Will dated 08.11.2016, in their favour. They alleged that the Appellant had broken the locks and forcibly entered the suit property and that the Will dated 25.08.2020 was forged.

58. **FIR No. 615/2022 dated 18.10.2022** was registered at Police Station Malviya Nagar against the Appellant and her sons, Shakir and Imran, who were witnesses to that Will. Thereafter, the Appellant and Respondent Nos. 1 and 2, entered into the MOU dated 26.09.2024.

59. The Appellant/Munni, on 26.09.2024, made a statement before the learned Local Commissioner, Mr. J.R. Aryan, District Judge (Retd.), in Test Case No. 9/2022. She stated that she had settled the disputes, wished to withdraw the testamentary petition and would no longer claim any right or interest under the Will dated 25.08.2020. She also stated that Respondent Nos. 1 and 2 would cooperate in seeking quashing of FIR No. 615/2022. The relevant extract from her statement is as under:

*"I have **settled** all disputes with the Respondents and in terms of that Settlement/Compromise, I have decided to withdraw my present Petition."*

*"I have made above statement **on my freewill, without there being any confusion, pressure, coercion or undue influence**. My son Mr. Shakir has accompanied me and is present with me during my statement being recorded before LC. I will stand by my above Statement before the Hon'ble Court when the matter is taken up by the Hon'ble Court."*

60. Thereafter, on 15.10.2024, the Appellant appeared before this Court with her son and counsel. Her counsel reiterated that she sought to withdraw Test Case No. 9/2022 unconditionally and abandon her claim under the Will



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dated 25.08.2020. The Petition was dismissed as withdrawn, without liberty being reserved to the Appellant. The relevant extract of the Order, is as under:

“Learned counsel for the Petitioner states that in terms of statement made by Smt. Munni on 26.09.2024 before the learned Local Commissioner she seeks leave of this Court to unconditionally withdraw the present petition. He states that the petitioner confirms that she does not seek to proceed with the present proceedings and that she is also unconditionally abandoning her claim with respect to the Will dated 25.08.2020.

In view of the statement recorded hereinabove the present case is dismissed as withdrawn, with no liberty reserved to the petitioner.”

61. The significance of these proceedings, is that the Appellant not only gave the statement about the settlement before the Local Commissioner, but re-affirmed it before this Court. This Court, on being satisfied about the voluntary nature of the statement, accepted the MoU and dismissed the Test Case No. 9/2022 as withdrawn.

62. The Appellant thereafter, became wiser on withdrawal and initiated first round of challenge by filing a Review Petition No. 350/2025 seeking recall of the Order dated **15.10.2024**, on the ground that she had been coerced into signing the MOU because of the criminal proceedings pending against her and her son. This Court *vide* Order dated 02.07.2025, rejected the allegations of coercion as without merit and found no ground to recall the withdrawal order.



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63. Therefore, the Order dated 02.07.2025 did not merely record the Appellant's, earlier withdrawal. It reconsidered the terms of MOU, her allegation that the withdrawal had been procured by coercion, taking into account the statements recorded before the learned Local Commissioner and this Court. It rejected the allegation as incorrect and without merit and expressly found no ground to recall the Order dated 15.10.2024.

64. Further, the Appellant's concern about simultaneous performance by recording the parties' arrangement and directing expeditious steps for filing and listing the quashing petition, was separately addressed and it was held that the parties were bound by their statements, directed their counsel to take steps to file and list the quashing petition expeditiously.

65. Thereafter, the Petitioner made the second endeavour by filing **FAO (OS) No. 84/2025** to challenge the Orders dated 02.07.2025 in the Review Petition and also the Order dated 15.10.2024 in Test Case No. 9/2022. However, that FAO (OS) No. 84/2025 challenging the dismissal of the Review Petition and also the withdrawal of Test Case was disposed of ***as withdrawn by the Petitioner with liberty to move an appropriate application before the learned Single Judge vide Order dated 31.07.2025.***

66. She thereafter, in the third attempt, sought recall of the earlier Orders by filing an Application IA No. 25788/2025 under Section 151 CPC but it was withdrawn, and the fresh Application, IA No. 26137/2025, was taken up for consideration.

67. In the fresh Application, the Appellant reiterated the alleged threats, fear of arrest and coercive circumstances surrounding the execution of the MOU and withdrawal of the testamentary Petition. By Order dated



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15.10.2025, this Court considered those allegations and dismissed the Application. The relevant extract from paragraph 17 of that order is as under.

“The facts set out in the application paragraph nos. 31 to 59, on basis of which, the Petitioner seeks to persuade the Court to believe that the statement made by the Petitioner on 26.09.2024 before the Local Commissioner and/or 15.10.2024 before the Court were made by any force or coercion by Respondent Nos. 2 to 4; does not even prima facie find favour with this Court.”

“The filing of the present application is a clear abuse of process of law.”

68. Furthermore, the Appellant’s own pleadings in her plaint, disclosed that the allegations of threat and coercion underlying the cancellation claim, had already been raised before this Court in the recall proceedings. The relevant extract is as under:

“In the said application, the Plaintiff placed on record the complete sequence of events showing the coercive circumstances under which the MoU dated 26.09.2024 had been executed and the probate petition forcibly withdrawn. The Plaintiff specifically narrated the threats, police pressure, fear of arrest and continuous intimidation faced by her and her son at the behest of Defendant Nos. 1 and 2 and sought restoration of the probate proceedings along with protection of her lawful rights in the property.”

69. It is pertinent to mention that the Appellant had affirmed the voluntary nature of the settlement embodied in the MOU dated 26.09.2024 at



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successive stages and, pursuant thereto, unconditionally withdrawn Test Case No. 9/2022 concerning the Will dated 25.08.2020 allegedly executed in her favour by late Shrimati Parvati Singh.

70. In the case of K.K. Modi v. K.N. Modi, (1998) 3 SCC 573, the Supreme Court held that re-litigation of an issue already decided against a party could constitute an abuse of the process of the Court, even where the technical requirements of res judicata were not satisfied. However, it preserved an independent alternative claim falling outside the earlier proceedings. The inquiry, therefore, was whether the subsequent suit raised an independent claim or merely sought reconsideration of an issue already determined.

71. In the present case, it is not at one level, but at successive stages that the Appellant, had confirmed the MoU. The plaint itself expressly acknowledged that the alleged threats, police pressure and apprehension of arrest had been placed before this Court in the recall proceedings and questioned their rejection. The cancellation claim, insofar as it rested on those allegations, sought a fresh determination of the same challenge to the Appellant's consent. Having raised that challenge and obtained a decision thereon, she could not reopen it merely by framing a separate Suit for cancellation of the MOU.

72. **The second ground of challenge** was that the Appellant had agreed to accept **₹20 lakhs under the Settlement/ MOU** dated 26.09.2024, although, according to her, the property was worth considerably more. Furthermore, she had already entered into an **Agreement to Sell dated 30.05.2024** with Respondent Nos. 3 and 4, namely **Jangjit Singh and Sheo**



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Raj Singh, for a total consideration of **₹2.07 crores**, and therefore, asserted that there was no occasion for her to enter into the MOU.

73. Significantly, the Appellant had entered into the Agreement to Sell dated **30.05.2024**, despite being aware of the pending litigation and the fact that *her rights under the alleged Will of late Shrimati Parvati Singh had not been adjudicated*.

74. The Appellant's own assertion that she had already received **₹1.88 crores** from Respondent Nos. 3 and 4, supported the inference that she had agreed to the settlement *to receive an additional ₹20 lakhs from Respondent Nos. 1 and 2*.

75. On this reasoning, her conduct in entering into the **MOU dated 26.09.2024**, without disclosing that she had allegedly received ₹1.88 crores under the Agreement to Sell dated **30.05.2024**, reflected an intention to secure an additional ₹20 lakhs. Her contention that she would not settle a matter for mere ₹20 lakhs, when property was worth crores, in fact, reflects her malafide, in deriving the benefit under the MOU, despite having entered into an Agreement to Sell dated **30.05.2024**, prior to entering into MOU, without disclosing anything about the Agreement To Sell already executed by her.

76. Respondent Nos. 3 and 4 had instituted **CS(OS) No. 811/2025** seeking Specific Performance of the Agreement to Sell dated 30.05.2024. *That suit would be decided on its own merits*, including the questions concerning the Appellant's rights in the property and the enforceability of the Agreement.

77. In the present case, the learned District Judge had rightly held that **the MOU had been executed voluntarily and without duress**. The Appellant's conduct in entering into the Agreement to Sell dated **30.05.2024**



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and subsequently agreeing to accept ₹20 lakhs under the Settlement, led to the conclusion that *the MOU had not been obtained through fraud, coercion or threat.*

78. Lastly, the Appellant has relied upon the judgment of **J. Muthurajan(supra)** to assert that the plea of coercion, undue influence and misrepresentation cannot be free peremptorily rejected in an Application under Order VII Rule 11. While the judgment states a proposition of law, but here is a case where the allegation of threat and coercion has already been checked and found to be baseless, at multiple judicial levels. The Appellant could not seek a fresh adjudication of the same challenge, merely by framing the relief as cancellation of the MOU.

79. The Complaint itself disclosed that the allegations of threat and coercion had already been raised and rejected in the recall proceedings. **The rejection of the Complaint, therefore, warranted no interference.**

80. The present Appeal is accordingly, **without merit and is dismissed.** The pending Applications, if any, are disposed of accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

OCTOBER, 15 2026
Va/dss