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

+ TEST.CAS. 60/2023

DEBASHISH CHAKRABORTY

.....Petitioner

Through: Mr. Raja Chatterjee, Ms.
Chumthunglo Z Ngullie, Ms. Shweta
Roy, Advs.

versus

STATE AND ORS

.....Respondents

Through: Mr. Rajeshwer Kumar Gupta and Ms.
Anisha Yadav, Advocates for R-2 to 4

+ TEST.CAS. 61/2023

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Through: Mr. Rajeshwer Kumar Gupta and Ms.
Anisha Yadav, Advocates for R-2 to 4

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **25.04.2026**

1. These Petitions under Section 276 & 278 of the Indian Succession Act, 1925, have been filed for grant of probate of Registered Will dated 16.09.2020 executed by Late Smt. Anima Chakraborty, who is the mother of the Petitioner herein.
2. It is stated that during the pendency of the present Petitions, the parties have entered into a comprehensive settlement dated 06.02.2026.
3. The Settlement Agreement dated 06.02.2026 is being reproduced herein in its entirety and the same reads as under:



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

Date: 06.02.2026

SMD NO. 1615/25

CS (OS) 347/2022

Meera Bhattacharya & Ors. Vs. Debashish Chakraborty

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this day of 06.02.2026.

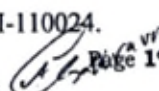
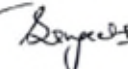
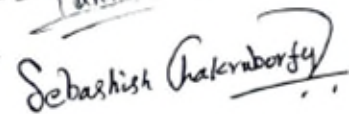
BETWEEN

1. SMT. MEERA BHATTACHARYA W/O SH. DILIP BHATTACHARYA R/O B-348, CHITTRANJAN PARK, NEW DELHI-110019
2. SMT. SHIPRA CHATTOPADHYAY W/O SH. BIJAN KUMAR CHATTOPADHYAY R/O 621, PLOT NO. 19, SECTOR-4, DWARKA, PHASE-I, NEW DELHI-110078
3. SH. ASHISH CHAKRABORTY S/O LATE SH. N.G. CHAKRABORTY, R/O 6/11, SUBHASH NAGAR, NEW DELHI-110027 ALSO AT I-805, BHOOMI PARK, PHASE-5, OFF MARVE ROAD, MALAD-WEST, MUMBAI-400095 (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "FIRST PARTY")

AND

SH. TUSHAR CHAKRABORTY (SINCE DECEASED) THROUGH HIS LEGAL HEIRS:

1. SANGEETA CHAKRABORTY (WIFE), RESIDING AT: B-152, SWARN JAYANTI RAIL NAGAR, NOIDA, SECTOR-50, UTTAR PRADESH.
2. TANMAY CHAKRABORTY (SON), R/O C-167, 3RD FLOOR, DEFENCE COLONY, NEW DELHI-110024.

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3. SHARMISHTA CHAKRAVORTY (DAUGHTER), R/O HUMBOLDT STREET-25, BERLIN, GERMANY.

SMT. SHARMISHTA CHAKRAVORTY REPRESENTED THROUGH HER POWER OF ATTORNEY HOLDER SMT. SANGEETA CHAKRAVORTY AUTHORIZED VIDE POWER OF ATTORNEY DATED 03.01.2026. (COPY OF THE SAME ARE ANNEXED AS ANNEXURE- A) (HEREINAFTER COLLECTIVELY REFERRED TO AS THE COLLECTIVELY REFERRED TO AS THE SECOND PARTY)

AND

SH. DEBASHISH CHAKRABORTY S/O LATE SH. N.G. CHAKRABORTY, R/O POCKET K-8, CHITTRANJAN PARK, NEW DELHI-110019 (HEREINAFTER REFERRED TO AS THE THIRD PARTY)

The terms and expressions "First Party, Second Party and Third Party" wherever they occur in the body of this Settlement Deed, shall mean and include their respective legal heirs, executors, successors, administrators, legal representatives, nominees and permitted assigns unless and until it is repugnant to the context or meaning thereof.

WHEREAS:

1. The property bearing Plot No, 8. Pocket K. situated at Chittaranjan Park. New Delhi 110019 (hereinafter referred to as the "suit property"), measuring 125 Sq. Yds., was allotted to Late Shri Nani Gopal Chakraborty and Late Smt. Anima Chakraborty vide Lease Deed dated 27.01.1992, registered as Document No. 71, in Book No. I, Volume No. 56, at pages 76 to 81 in the Office of the Sub-Registrar, New Delhi.

M. Bhattacharya Wimpse *Chakraborty* *Sangeeta* *Tanya*
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Tanya *Sebashish Chakraborty*



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Tanya *Sebashish Chakraborty*



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Lakh Only) so that, First and Second Party make statement and relinquish all their rights, interests and shares in the said property in favour of the Third Party and shall have no further right interest in the share of the said property on receipt of the aforesaid Settlement amount in Court.

- D. The First and the Second Party further undertakes and shall not claim any rights, interests and shares in future in any manner, whatsoever and Third Party i.e. Mr. Debashish Chakraborty shall become absolute owner with all rights to deal with the property in any manner whatsoever he may desire.
- E. The First Party and Second Party further agree that on realization of the above said amount(s) by way of demand drafts in their respective bank accounts, the First Party and Second Party shall be left with no claim of whatsoever nature including present, past and future in the said suit property and the same shall be bound upon their legal heirs/assignees etc.
- F. The Parties further agree that the statements and undertaking made by them in this Settlement Agreement, which has been signed by the Parties, shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the provisions of Contempt of Courts Act, 1971.
- G. The Parties further agree that they shall pray before the Hon'ble Court that the present suit bearing CS (OS) 347/2022, Test Cas. 60/2023 and Test. Cas. 61/2023 shall be decreed/withdrawn in terms of the present Settlement Agreement.

- H. By signing this Settlement Agreement the Parties hereto state that they have no further claims or demand against each other in respect of moveable and

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Chaitra *Sayant* *To* *Debashish Chakraborty*



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immoveable assets of the Late Nani Gopal Chakraborty and Late Anima Chakraborty and they have been amicably settled by the Parties through the process of Mediation.

- I. All the Parties shall be bound by the terms set out in this Settlement Agreement and none of the Parties will breach any of such terms at any point of time in future.
- J. The Parties hereto confirm and declare that they have voluntarily and of their own free will, arrived at this Settlement Agreement in the presence of the Mediator and they shall undertake before the Hon'ble Delhi High Court to always remain bound by the terms of this Settlement Agreement and to fully abide by the terms and conditions set out in this Settlement Agreement and not to dispute/agitate upon the same hereinafter in future.

PARTIES SIGNATURE

M. Bhattacharya
Meera Bhattacharya
(First Party)

Shipra
Shipra Chattopadhyay

Ashish Chakravorty

Tanmay Chakraborty

Sangeeta Chakravorty
For herself and on behalf of Sharmishta Chakravorty
(Second Party)

Debashish Chakraborty
Debashish Chakraborty
(Third Party)



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COUNSEL SIGNATURES


Rajeshwer Kumar Gupta, Enrl. No. D/373/1982
(Counsel for the First Party and Second Party)


Raja Chatterjee, Enrl. No. D/1176/92
(Counsel for the Third Party)


(Shalini Shishodia)
Mediator

4. The parties are bound by the Settlement Agreement.
5. In terms of the Settlement Agreement, this Court *vide* Order dated 24.04.2026, has disposed of CS(OS) 347/2022, which was filed by the Respondents herein seeking partition of the Property bearing No. 8, Pocket-K, popularly known as No. K-8, Cittaranjan Park, New Delhi- 110019.
6. Since the Suit stands disposed of in terms of the Settlement Agreement entered into between the parties, the present Petitions have become infructuous and are disposed of accordingly in terms of the abovementioned Settlement Agreement.
7. The dates already fixed in the matter, if any, stands cancelled.

SUBRAMONIUM PRASAD, J

APRIL 25, 2026

Rahul