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

+ CS(OS) 393/2020 & I.A. 11549/2020 (O-XXXIX R-1 & 2 of CPC),
I.A. 7006/2022 (directions), I.A. 7007/2022 (O-XI R-12 & 14 of
CPC)

AMITA KISHORE MANSUKHANI Plaintiff

Through: Mr. Ankit Jain, Mr. Abhay Pratap
Singh and Mr. Aditya Chauhan,
Advocates

versus

VIKRAM KRISHNA & ORS. Defendants

Through: Mr. Jai Sahai Endlaw and
Mr. Ashutosh Rana, Advocates for
defendant No.1
Mr. Siddhant Nath, Advocate for
defendant No.2
Mr. Varun Nischal and Mr. Vaibhav
Mishra, Advocate for defendant No.3
Mr. Sanyat Lodha, Advocate for
defendant No.4

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **06.09.2022**

I.A. 7010/2022 (directions)

1. The present application has been filed on behalf of the plaintiff seeking acceptance of the partial compromise arrived at between the plaintiff and the defendants no.2, 3 and 4 as detailed in the Deed of Partial Compromise dated 24th August, 2021 (Compromise Deed) read with the



agreement dated 24th August, 2021. Both the aforesaid agreements have been filed along with the present application.

2. Notice in the application was issued on 6th May, 2022. Reply has been filed on behalf of the defendants no.1 and 2.

3. In the agreement dated 24th August, 2021 entered into between the plaintiff and defendants no.2, 3 and 4, it has been stated that out of the share to be inherited by the defendant no.4, being the mother of the plaintiff and the defendants 1, 2 and 3 from the estate of her father, Late Lala Hans Raj Gupta, the shares would be retained by the parties in the following manner:

- i) Plaintiff: 35%
- ii) Defendant no.2: 15%
- iii) Defendant no.3: 35%
- iv) Defendant no.4: 15%

A sum of Rs.1,00,00,000/- was agreed to be kept with the defendant no.4 as a reserve amount towards the litigation costs in respect of the suits being contested by the defendant no.4 qua the estate of her father, Late Lala Hans Raj Gupta.

4. On the same date, another deed of partial compromise was executed between the plaintiff and defendants no.2 and 3, in terms of which, the defendant no.2 has agreed to partially give up her 5% of the 15 % share from the inheritance of her mother, the defendant no.4, from the estate of Late Lala Hans Raj Gupta, in favour of the plaintiff. Further, the defendant no.3 and the plaintiff have relinquished their claim on the shares in M/s. Charu Apparels Manufacturing Company Pvt. Ltd in favour of the defendant no.2.

5. In the reply filed on behalf of the defendant no.2, which is not on



record but a photocopy thereof has been handed over in the course of proceedings, an agreement dated 31st March, 2022 between the defendant no.4 and the defendant no.1 has been placed on record. In terms of the agreement dated 31st March, 2022, the defendant no.1 has agreed to abide by the agreement dated 24th August, 2021 between the plaintiff and defendants no.2, 3 and 4. This agreement was deliberately not disclosed by the defendant no.1.

6. Counsel for defendant no.1 opposes the said application on the ground that the compromise deed dated 24th August, 2021 wrongly states that the shares of M/s Charu Apparels Manufacturing Company Pvt. Ltd. belonged to the Jai Krishna HUF. It is the case of the defendant no.1 that the defendant no.4 is the absolute owner of M/s Charu Apparels Manufacturing Company Pvt. Ltd. There are contrary claims with respect to the title and ownership of M/s Charu Apparels Manufacturing Company Pvt. Ltd and therefore, the parties cannot enter into any settlement in terms of which, the shares of M/s Charu Apparels Manufacturing Company Pvt. Ltd can be transferred. He has made a reference to Section 6(a) of the Transfer of Property Act, 1882 (TPA) to contend that the transfer proposed under the aforesaid agreement is barred by law.

7. Counsel for the plaintiff submits that the aforesaid agreement does not in any manner prejudice the rights of defendant no.1 and by way of the said agreement, it is the plaintiff, who is giving up a part of the claim raised in the plaint in respect of the shares in M/s Charu Apparels Manufacturing Company Pvt. Ltd. Therefore, the defendant no.1 cannot have any objection to the same. In response to the objection raised by the defendant no.1 under Section 6(a) of the TPA, he submits that there is no dispute that the



defendant no.4 has a share in the estate of her father only to the extent of the share to be determined in the pending suit. In this regard, he makes a reference to Section 44 of the TPA.

8. I have heard the counsels for the parties.

9. At the outset, it may be relevant to refer to the clauses of the agreement dated 31st March, 2022 between the defendant no.1 and the defendant no.4. The relevant clauses of the said agreement are set out below:

*“I. That the First Party has already entered into a Compromise Agreement dated 24.08.2021 with her 3 daughters namely Smt. Amita Mansukhani, Smt. Nalini Khandelwal and Smt. Karuna Krishna in regards of the assets/share that the First Party shall inherit from the property of her late Father Mr. Lal Hans Raj Gupta which is current under Litigation before the Hon’ble Delhi High Court. Vide the said settlement dated 24.08.2021 the First Party has retained only 15% of out of the said shares that the First Party i.e. Smt. Shashi Jai Krishna would inherit from the estate of her father Late Sh. Lala Hans Raj Gupta and the remaining 85% of the said share have been distributed between the 3 daughter. **The Second Party i.e. Mr. Vikram Jai Krishna has agreed to abide by the said Agreement dated 24.08.2021 and has further agreed that he shall not challenge the said agreement in any manner whatsoever.** Mr. Vikram Jai Krishna further undertakes that he will abide by all the decisions taken by the 3 daughters on the ongoing litigation in regards of the property/estate of Late Lala Hansraj Gupta.*

II. That the second Party i.e. Mr. Vikram Jai Krishna has further agreed that he will not claim any rights whatsoever he has or he may have had on the company and the shares of “Charu Apparels Manufacturing Company Private Limited”

III. That the First Party has also agreed that the remaining 15% of the rights that she will inherit from the estate of her father Late Sh. Lala Hans Raj Gupta would be bequeathed to the Second Party in her Last Will.”



10. As can be seen from above, the defendant no.1 has specifically agreed to abide by the terms of the agreement dated 24th August, 2021 between the plaintiff and the defendants no. 2, 3, and 4 and not to challenge the said agreement. The Compromise Deed dated 24th August, 2021 between the plaintiff and the defendants no.2 and 3 flows from the said agreement. Therefore, at this stage, the defendant no.1 cannot raise objection in respect of the validity of the said agreement. It is to be noted that under the aforesaid agreement dated 31st March, 2022, the defendant no.1 has also agreed that he will not claim any rights in the shares of M/s Charu Apparels Manufacturing Company Pvt. Ltd.

11. As regards the contentions of the defendant no.1 that the Compromise Deed wrongly states that the shares of M/s Charu Apparel Manufacturing Pvt. Ltd belong to the Jai Krishna HUF, the Compromise Deed only records that the Jai Krishna HUF was the owner of the approximately 2/3rd shares of M/s Charu Apparels Manufacturing Company Pvt. Ltd. It does not purport to say that the shares at the time of execution of the Compromise Deed also belonged to the Jai Krishna HUF.

12. In view of the above, no prejudice would be caused to the defendant no.1, if the partial compromise arrived at between the plaintiff and the defendants no.2, 3 and 4 as detailed in the Compromise Deed read with the agreement dated 24th August, 2021, is accepted. Accordingly, the application is allowed and the Deed of Partial Compromise dated 24th August, 2021 and the agreement dated 24th August, 2021 is taken on record and accepted.

13. The parties thereto shall remain bound by the terms of the Deed of Partial Compromise dated 24th August, 2021 read with the agreement dated



24th August, 2021.

I.A.14402/2022 (of the defendant no.2 u/O-VII R-14 of the CPC)

14. Issue Notice to the plaintiff.
15. Notice is accepted by counsel for the plaintiff.
16. Reply be filed within four weeks.
17. List before the Joint Registrar on 1st November, 2022, along with I.A. No.7006/2022 and I.A.7007/2022.

AMIT BANSAL, J.

SEPTEMBER 06, 2022

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