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

% *Judgment Reserved on: 29.05.2026*
Judgment Delivered on: 19.08.2026

\+ CS(OS) 78/2025

MRS VANDANA MAIRA .....Plaintiff
Through: Mr. Sidhant Kumar, Mr. Vinayak Thakur and Ms. Anwita Maheshwari, Advs.

versus

SHARAT MAIRA CHARITABLE TRUST & ANR......Defendants
Through: Mr. Krishnan Venugopal, Sr. Adv. with Mr. Shivendra Singh, Ms. Deepanshi Ishar, Ms. Nandini Kaushik, Ms. Prakriti Rastogi, Ms. Umang Motiyani and Ms. Aryama Singh Rajput, Advs.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

VIKAS MAHAJAN, J.

I.A. 3328/2025 (under Order XXXIX Rules 1 and 2 r/w Section 151 CPC filed by plaintiff seeking *ex-parte ad-interim* injunction against the defendants)

1. The captioned suit has been instituted by the plaintiff seeking, *inter alia*, a decree of partition, declaration, permanent injunction, and rendition of accounts in respect of the estates of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira.

2. By way of present application, the plaintiff, *inter alia*, seeks an *ex-parte* ad-interim injunction restraining the defendants from alienating,

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encumbering, parting with possession of, or creating any third-party rights or interest in respect of the estates of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira, including the immovable property situated at House No. 54, First Floor, Anand Lok, New Delhi-110049 (hereinafter referred to as the '**Anand Lok Property'**), and to maintain *status quo* in respect of their all other moveable and immovable properties, pending adjudication of the suit.

3. It is the case of the plaintiff that she is the widow of Late Mr. Sharat Maira, who was the only son of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira, and the couple had no children born of the marriage.

4. Late Mr. Sharat Maira unfortunately passed away on 04.09.2008. It is averred that Late Mr. Satinder Nath Maira died intestate on 18.10.2018, whereupon his undivided estate devolved in equal shares upon his two surviving Class I heirs, namely, his widow, Late Mrs. Sudesh Maira, and the plaintiff, as the widow of his pre-deceased son.

5. Subsequently, Late Mrs. Sudesh Maira also passed away on 26.11.2024, after which the plaintiff claims to have become the sole surviving heir and beneficiary entitled to the estates of both her parents-in-law.

6. It is pleaded that Late Mr. Satinder Nath Maira, during his lifetime, acquired several movable and immovable properties out of his own funds and resources, including the Anand Lok Property, fixed deposit receipts, bank accounts, and company shareholdings. The plaintiff states that, consequent upon his intestate demise, she acquired an equal undivided share in the said estate along with Late Mrs. Sudesh Maira, in accordance with the rules of succession applicable under the Hindu Succession Act, 1956

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(hereinafter referred to as the **'Act'**).

7. The genesis of the present dispute traces back to a conflict over property bearing No. 115, Sunder Nagar, New Delhi (hereinafter referred to as the **'Sunder Nagar Property'**). Sh. Upinder Nath Maira, brother of Late Satinder Nath Maira, filed a suit for partition, being CS(OS) No. 2495 of 1997, in this Court against his brother, Sh. Satinder Nath Maira, in respect of this property. Their two sisters, Smt. Anita Kamal Kapoor and Smt. Reena Mehta, subsequently filed an impleadment application claiming an equal share in the Sunder Nagar Property.

8. Additionally, one of the sisters, Smt. Reena Mehta, filed a separate suit, being CS(OS) No. 10 of 2005, seeking the same relief.

9. The impleadment application was dismissed by the learned Single Judge *vide* order dated 23.07.2007. Aggrieved by the said dismissal, the sisters preferred an appeal being FAO(OS) No. 367 of 2008. During its pendency, a settlement was arrived at amongst the four siblings which was recorded vide order dated 22.09.2008 [hereinafter referred to as **'Settlement Order'**], whereby the Sunder Nagar Property was agreed to be sold and the two sisters would be paid Rs. 4 crores each, out of the sale proceeds.

10. It was at this stage that the Plaintiff instituted Civil Suit No. 396/2009 before the Senior Civil Judge, Patiala House Courts, New Delhi seeking to injunct the sale of the Sunder Nagar Property, asserting it to be the ancestral property of Late Sh. Jagmohan Nath Maira. The Plaintiff's application for interim injunction was dismissed by the Civil Judge on 12.03.2009, and her appeal against the said order was also dismissed by the learned Additional District Judge, on 25.03.2009.

11. Aggrieved thereby, the Plaintiff filed CM(M) 291 of 2009 before this

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Court on 01.04.2009, which was clubbed with the sisters' pending FAO(OS) No. 367 of 2008. Pursuant to the efforts of the Division Bench, a Consent Order dated 22.03.2010 was passed [hereinafter referred to as **'Consent Order'**], modifying the earlier Settlement Order.

12. Under the Consent Order, Sh. Satinder Nath Maira agreed to pay the Plaintiff a sum of Rs. 2 crores out of the sale proceeds of the Sunder Nagar Property, in lieu of her relinquishing all claims, whatsoever, against him and/or his family.

13. The defendants have pleaded that part of the remaining sale proceeds were subsequently utilized to purchase Anand Lok Property, which is the subject matter of the present dispute.

14. The plaintiff, however, contends that the Consent Order was confined strictly to the estate of her husband's grandfather and had no bearing, whatsoever, on the self-acquired estate of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira, both of whom were alive at the relevant time.

15. It is further the case of the plaintiff that the cause of action for the present suit arose on 01.12.2024, when she was forcibly prevented from entering the Anand Lok Property by defendant no. 2, Mr. Suneel Arora. On the same date, she learnt for the first time, of a purported Will dated 10.06.2019 (hereinafter referred to as the "**Subject Will**"), allegedly executed by Late Mrs. Sudesh Maira, whereby the entire estate of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira have purportedly been bequeathed in favour of defendant no. 1/Trust, i.e., Sharat Maira Charitable Trust, which is stated to be under the complete control of defendant no. 2 as its Managing Trustee.

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16. The plaintiff asserts that the Subject Will is a forged and fabricated document, brought into existence in suspicious circumstances. It is pleaded that defendant no. 2, being a stranger to the family, took undue advantage of the fragile physical and mental state, and the deteriorating cognitive faculties, of Late Mrs. Sudesh Maira, in the aftermath of the successive deaths of her son and husband. It is alleged that defendant no. 2 exercised undue influence upon and coerced Late Mrs. Sudesh Maira into settling defendant no. 1/Trust on 14.05.2019, and thereafter, within less than a month, orchestrated the execution of the Subject Will on 10.06.2019, with the sole object of wrongfully and unlawfully wresting complete control over the family's assets, to the exclusion of the plaintiff's rightful share therein.

17. It is further pleaded that the plaintiff is entirely unaware of the full extent of the subject estates, the transactions entered into by the defendants, and the current state of the assets, since defendant no. 2 has exercised exclusive and unaccountable control over all assets following the death of Late Mrs. Sudesh Maira. Consequently, the Plaintiff reasonably apprehends that the defendants, acting on the purported Subject Will, may sell, mortgage, or encumber the immovable Anand Lok Property to the Plaintiff's detriment. Furthermore, there is an imminent risk that significant movable assets including bank and fixed deposits, investments, and jewellery could be rapidly dissipated or misappropriated, which would render them untraceable and leave the plaintiff with an empty decree.

18. In these circumstances, the plaintiff, in addition to the injunction sought against alienation, prays for appropriate directions to the defendants: to maintain *status quo* in respect of the estates; to disclose, on affidavit, complete and true particulars of all movable and immovable assets forming

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part of the estates; and to be restrained from operating, withdrawing from, or otherwise dealing with the bank accounts, fixed deposits, and other financial instruments comprised in the subject estates

19. Mr. Siddhant Kumar, learned counsel appearing on behalf of the plaintiff, submits that the plaintiff has made out a strong *prima facie* case rooted in her statutory right of inheritance.

20. He submits that Late Mr. Satinder Nath Maira died intestate, and in terms of Section 8 of the Act, his undivided estate devolved in equal shares (one-half each) upon his two surviving Class-I legal heirs, namely, his widow, Late Mrs. Sudesh Maira, and the plaintiff, as a widow of pre-deceased son.

21. He further vehemently contends that the Subject Will is *ex facie* void, having been forged and fabricated by defendant no. 2, who is stated to be a complete stranger to the family.

22. He submits that the Anand Lok Property was jointly purchased by Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira in July 2012, and thus forms part of their self-acquired estate. Consequently, he submits, the plaintiff is statutorily entitled to at least a 25% share in the Anand Lok Property, flowing directly from the share of Late Mr. Satinder Nath Maira, which was to the extent of 50% in the said property.

23. On this basis, he contends that the Subject Will is legally ineffective to the extent it purports to bequeath the entire Anand Lok Property to defendant no. 1/Trust, inasmuch as Late Mrs. Sudesh Maira owned only 75% thereof and possessed no authority to transfer the plaintiff's undivided share, even if the Will is presumed to be genuine.

24. Addressing the defendants' reliance on the Consent Order, Mr. Kumar

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submits that the said order does not operate as a waiver of, or create an estoppel against, the plaintiff's present claims. He submits that the 2010 Settlement Order was strictly confined to settling the plaintiff's claims *qua* her late husband's share in the Sunder Nagar Property, which was claimed to be an ancestral or joint family property, and that the payment of Rs. 2 crores received by the plaintiff thereunder was exclusively in lieu of her rights of residence in the Sunder Nagar Property.

25. *Per contra*, Mr. Krishnan Venugopal, learned Senior Counsel appearing on behalf of the defendants, vehemently opposes the application and submits that the present suit is fundamentally not maintainable, being squarely barred by the Consent Order.

26. He submits that the plaintiff is, in substance, resiling from a binding family settlement after having accepted and enjoyed a sum of Rs. 2 crores, together with a further sum of Rs. 66,000/- towards interest thereon.

27. He draws the Court's attention to the specific and blanket phraseology of the Consent Order, which recorded that, upon payment of the said amount, the plaintiff '*shall have no claim of any nature, whatsoever, against Sh. Satinder Nath Maira and/or his family*'.

28. He contends that this broad and all-encompassing language was deliberately intended to cover all claims against the parents-in-law personally, and against their entire self-acquired estate, and was not confined merely to the Sunder Nagar Property.

29. Heavily relying upon decisions of the Supreme Court in ***Gulam Abbas v. Haji Kayyum Ali (1973) 1 SCC 1*** and ***Elumalai v. M. Kamala (2023) 13 SCC 27***, Mr. Venugopal submits that the plaintiff's claims is clearly barred by the doctrine of equitable estoppel.

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30. He submits that where an expectant heir receives valuable consideration and conducts themselves in a manner that induces the owner to refrain from making alternative dispositions either *inter vivos* or testamentary, they are estopped from asserting inheritance rights at a later stage, notwithstanding that the right relinquished was at the relevant time, a mere *spes successionis*, i.e., a bare chance of succession.

31. He submits that acting on the finality of the Consent Order, Late Mr. Satinder Nath Maira refrained from executing a Will, and that the plaintiff's silence for a period of fifteen years thereafter reinforces and cements the estoppel pleaded by the defendants.

32. Mr. Venugopal points out that the plaintiff had prior and specific knowledge of her parents-in-law's intent to constitute a charitable trust. In support of this submission, he relies upon a letter dated 23.07.2009 addressed by Late Mr. Satinder Nath Maira to the plaintiff, expressly recording their intention of creating a charitable trust for the benefit of destitute children and aged persons, in memory of their son.

33. He submits that the plaintiff, in fact, responded to the said letter on 04.09.2009, thereby demonstrating that she was fully cognizant of this intended disposition prior to the passing of the Consent Order.

34. Addressing the plaintiff's submission that the Sunder Nagar Property was ancestral in character, Mr. Venugopal contends that this is a bald and unsubstantiated assertion, wholly bereft of factual foundation or documentary support. He submits that the Sunder Nagar Property was, in fact, the self-acquired property of Late Smt. Padmavati Maira, mother of Late Mr. Satinder Nath Maira, as is evidenced by a Lease Deed dated 1953 issued in her favour by the L&DO, and that she thereafter bequeathed the

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said property to her sons by way of a Will dated 26.02.1972.

35. Placing reliance on the Division Bench judgments of this Court in ***Sagar Gambhir v. Sukhdev Singh Gambhir*, *2017 SCC OnLine Del 7305*, and *Ravi Narayan Agarwal v. Sushil Kumar Agarwal*, *2020 SCC OnLine Del 1854***, Mr. Venugopal submits that a mere averment in the plaint that a property is ancestral, unaccompanied by the pleading of material particulars as to its creation and character, is legally untenable and liable to be rejected.

36. He further refutes the plaintiff's claim that the Anand Lok Property was purchased from independent, self-earned funds of Late Mr. Satinder Nath Maira. He submits that the Income Tax Returns of Late Mr. Satinder Nath Maira demonstrate that he had no independent source of income of his own, having exhausted his life's savings towards the medical treatment of his son and wife.

37. He further submits that, an FIR lodged by Late Mr. Satinder Nath Maira in 2014 contemporaneously records that the Anand Lok Property was purchased specifically out of the residual sale proceeds of the Sunder Nagar Property, remaining after discharge of the settlement amounts payable thereunder. He submits that, in these circumstances, the Anand Lok Property is directly and squarely covered by the 2010 settlement framework, and cannot be treated as an independent, self-acquired asset falling outside its scope.

38. Turning to the allegations of forgery levelled against the Subject Will, Mr. Venugopal submits that a registered Will carries a strong presumption of genuineness in law. He highlights that, prior to executing the Will on 10.06.2019; Late Mrs. Sudesh Maira was examined by her treating physician, Dr. Rakesh Gupta, who certified her as mentally alert and in full

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possession of her faculties. He further clarifies that the attesting witnesses to the Subject Will were not strangers to the family, but long-standing family friends who had even attended the wedding of the plaintiff's late husband.

39. Concluding his submissions on the triple test governing the grant of interim injunctions, Mr. Venugopal submits that the plaintiff has failed to make out any *prima facie* case. She is estopped from claiming any share in the estate of Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira after having accepted an amount of Rs. 2 Crores and given up all her claims, of whatsoever nature, against Late Mr. Satinder Nath Maira and/or his family members. Further, entire suit is founded on the illusory premise of an ancestral property claim that stands squarely contradicted by registered public documents.

40. He submits that the balance of convenience lies heavily in favour of the defendants, inasmuch as defendant no. 1/Trust is presently midway through construction of a school for underprivileged tribal children in Udaipur, Rajasthan, and that grant of an injunction at this stage would bring this philanthropic endeavour to a halt and cause irreparable harm to its intended beneficiaries.

41. He submits, in contrast, that the plaintiff, should she succeed at trial, would always be at liberty to trace and claim the assets in question at that stage, and would suffer no comparable prejudice in the interregnum.

42. In rejoinder, Mr. Siddhant Kumar submits that a plea of waiver necessarily requires the voluntary and intentional relinquishment of a *known* and *existing* legal right. In this connection, he points out that, at the time the 2010 Settlement Order was passed, both Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira were alive, and consequently, no claim of

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inheritance to their respective estates had crystallized, or could even be contemplated, at that stage.

43. He further submits that the Anand Lok Property had not even been acquired at the relevant time, the same having been purchased only two years thereafter, in July 2012, and that a right which was neither in existence nor within the contemplation of the parties could not have been the subject-matter of any renunciation.

44. He further disputes the defendants' reliance on the affidavit and offer letter dated 23.07.2009 of Late Mr. Satinder Nath Maira, contending that the terms thereof were never incorporated into, or adopted by, the final and binding 2010 Settlement Order.

45. Distinguishing the judgments of Supreme Court in ***Gulam Abbas*** (supra) and ***Elumalai*** (supra) relied upon by the defendants, Mr. Kumar submits that, in both the said decisions, the relinquishment in question pertained to specifically identified and existing properties, and the consideration paid was directly and exclusively referable to the release of those very properties.

46. He submits that, in contradistinction, the consideration of Rs. 2 crores in the present case was exclusively referable to the Sunder Nagar Property, and bore no nexus whatsoever to the subsequently acquired Anand Lok Property or to the subject estates, which were, at the relevant time, neither identified nor within the contemplation of the parties

47. Addressing the argument concerning the character of joint family property, whether or not it was allegedly purchased out of the sale proceeds of the Sunder Nagar Property, Mr. Kumar submits that this is a disputed question of fact, which cannot be adjudicated at this interlocutory stage and

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would necessarily require trial.

48. Without prejudice to the aforesaid submission, he places reliance on the decision of Supreme Court in ***Angadi Chandranna v. Shankar and Others, 2025 SCC OnLine SC 877*** to contend that, once joint family property is partitioned, the share allotted to a co-sharer becomes his self-acquired property. He submits that, on this premise, fresh and independent rights of inheritance arose in favour of the plaintiff upon the intestate demise of Late Mr. Satinder Nath Maira.

49. In support of his contentions, Mr. Kumar places reliance on the following judicial decisions: (i) ***Rajagopal Pillai & Anr. v. Pakkiam Ammal & Ors., (1976) 1 SCC 299*** and (ii) ***Lalji Maitra v. Shyam Behari Mehra and others, 1979 SCC OnLine All 914.***

50. I have heard learned counsel for the parties at length, perused the pleadings, the documents placed on record, and considered the judicial precedents cited by both sides.

51. The fundamental question which falls for determination in the present application seeking *ad interim* injunction is whether the claim of the plaintiff in the estate of Late Satinder Nath Maira and Late Sudesh Maira is barred by the doctrine of estoppel in view of the Consent Order dated 22.03.2010.

52. The Consent Order came to be passed in CM(M) 291/2009 and FAO (OS) 367/2008. The appeal i.e. FAO (OS) 367/2008 was filed by the two sisters of Late Satinder Nath Maira against the order dated 23.07.2007 whereby their application seeking impleadment in the CS(OS) 2495/1997 was dismissed by the learned Single Judge.

53. The said suit had been filed by the Sh. Upender Nath Maira, brother of Late Satinder Nath Maira seeking partition of the Sunder Nagar Property,

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of which their mother namely, Smt. Padmawati Maira was a recorded owner and during her lifetime she had bequeathed the said property to her two sons by way of Will dated 26.02.1972. The two sisters of Late Satinder Nath Maira namely, Smt. Anita Kamal Kapur and Smt. Reena Mehta had sought impleadment by filing an application in the said suit claiming an equal share in the Sunder Nagar property, which was dismissed and the dismissal order was assailed by way of aforesaid FAO (OS) 367/2008.

54. In the appeal, a settlement was arrived at amongst the 04 siblings by way of a settlement order wherein Sunder Nagar property was agreed to be sold and the two sisters would be paid Rs. 4 crores each out of the sale proceeds.

55. After passing of the settlement order, a Civil Suit No. 396/2009 came to be filed by the plaintiff before the Senior Civil Judge, Patiala House Courts seeking to injunct the sale of the Sunder Nagar property asserting it to be ancestral property of Late Jagmohan Nath Maira, father of Late Satinder Nath Maira.

56. The plaintiff's application seeking interim injunction in the said suit was dismissed by the Civil Judge on 12.03.2009 and the appeal preferred there against was also dismissed by the learned Additional District Judge on 25.03.2009.

57. Aggrieved by the dismissal of the appeal, the plaintiff preferred CM(M) 291/2009, which came to be clubbed with FAO(OS) 367/2008. Thereafter, upon the intervention of the Court, the plaintiff and the Late Sh. Satinder Nath Maira arrived at a settlement, pursuant to which the Consent Order came to be passed, recording, *inter alia*, that Sh. Satinder Nath Maira shall pay a sum of Rupees 2 crores to Ms. Vandana Maira out of the sale

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proceeds of the Sunder Nagar Property, and upon receipt of the said amount, she shall have no claim of any nature, whatsoever, against Sh. Satinder Nath Maira and/or his family. The suit of the plaintiff, the CM(M) 291/2009 and the FAO(OS) 367/2008, stood disposed of in terms of the Consent Order.

58. Since, at the heart of the present controversy is the Consent Order and the terms recorded therein, the relevant extract of the same is reproduced hereinbelow for the ease of reference:

> *"**Having regard to the fact that Ms. Vandana Maira is daughter-in-Iaw of Sh. Satinder Nath Maira, on the request of the parties, the matter was taken up in the chambers from time to time to explore the possibilities of settlement. After discussions on various dates, the two parties <u>have been able to amicably settle</u> the matter on the following terms: -***
>
> *(i)* ***<u>Sh. Satinder Nath Maira shall pay a sum of Rupees two crores to Ms. Vandana Maira out of the sale proceeds of property bearing No.115, Sunder Nagar, New Delhi. On payment of this amount she shall have no claim of any nature, whatsoever, against Sh. Satinder Nath Maira and/or his family</u>***.
>
> ***(ii) It is agreed and accepted by Ms. Vandana Maira that she shall utilize the aforesaid amount on herself alone. It is further stated by her that approximately rupees one crore shall be spent on the purchase of the house. From the balance amount, she would setup a boutique and whatever amount is left thereafter, shall be kept be her in the fixed deposit.***
>
> *(iii) In order to enable Shri Satinder Nath Maira and Sh. Upender Nath Maira to sell the suit property, the conversion thereof from lease hold to free hold is required. Learned counsel appearing for two brothers state, on instructions from the brothers, that application for conversion, with all formalities required to be done in this behalf, shall be filed within four weeks. For this purpose, Smt. Anita Kamal Kapur*

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and Smt. Reena Mehta as well as Ms. Vandana Maira shall co-operate and whichever documents are required to be signed, would be signed by them.

(iv) *The time to sell the property is extended by six months from today. Incase of default, interest @ 12% per annum, as mentioned in clause-v of the orders dated 22nd September, 2008 shall be payable to Smt. Anita Kamal Kapur, Smt. Reena Mehta and Ms. Vandana Maira on the outstanding payments.* ***Decree passed on 22nd September, 2008 stands modified to the aforesaid extent and/or his wife etc.***

(v) ***Ms. Vandana Maira shall also withdraw all proceedings/cases/complaints, filed by her against Sh. Satinder Nath Maira.***

Suit filed by Ms. Vandana Maira, CM(M)No. 291/2009 and FAO(OS) No.367/2008 as well as other applications stand disposed of."

59. As can be seen from the above, under the Consent Order Late Satinder Nath Maira agreed to pay Rs. 2 crores to the plaintiff to secure her future in every possible way and in lieu thereof the plaintiff agreed to relinquish all her claims of any nature, whatsoever, against Sh. Satinder Nath Maira and/or his family. It is not in dispute that the said Consent Order stood implemented and the plaintiff was paid an amount of Rs. 2 crore by Sh. Satinder Nath Maira.

60. A plain reading of the Consent Order also reveals that the language employed is not restrictive, but of the widest possible amplitude. It doesn't carve out any caveat or exception that would confine its operation solely to the plaintiff's claim in Sunder Nagar Property. Rather, the embargo on the plaintiff's future claims is couched in the form that would extend to any and all claims against Late Satinder Nath Maira and his family, both personally and in respect of their estate.

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61. Thus, the plaintiff's contention that the Anand Lok Property, having been purchased in July 2012, could not have been within the contemplation of the parties in 2010, and could therefore not form part of any relinquishment, appears to be misconceived.

62. Notably, the plaintiff relations with her parents'-in-law were not cordial, as is borne out from the affidavit dated 10.11.2009 filed by Late Satinder Nath Maira in CM(M) 291/2009, wherein it is stated that the plaintiff had filed a complaint against her parents-in-law in the Delhi Commission for Women and she was also contemplating to file a complaint under the Domestic Violence Act for which she had requested Delhi Legal Services Authority for Legal Aid. The said affidavit dated 10.11.2009 has been admitted by the plaintiff in her affidavit of admission and denial filed in the present suit.

63. Further, the correspondence between plaintiff and Late Satinder Nath Maira demonstrates that prior to the Consent Order, the plaintiff was cognizant of the intent of her parents-in-law to constitute a charitable trust. A letter dated 23.07.2009 was written by Late. Satinder Nath Maira to the plaintiff with a purpose to resolve the disputes with the plaintiff wherein the intention of creating a charitable trust for the benefit of destitute children and aged persons in the memory of their son, was expressly stated. The text of the said letter reads thus:

"July 23, 2009

Smt. Vandana Maira
House No.10, Malkaganj
New Delhi-11007

<u>Subject: Final Settlement of Disputes</u>

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Dear Vandana,

I am making the offer of settlement below without prejudice to my rights and contentions in CM (M) No. 291/2009 and in C.S. (OS) No.396/2009.

Despite our differences in the recent past, as you are the widow of our late son, my wife and I would like to resolve our differences in the recent past in an amicable manner by entering into a settlement.

<u>My wife and I intend to create a charitable trust to look after the welfare of destitute children and aged persons out of the proceeds of the sale of the house at Sunder Nagar bequeathed to me by my mother. In our old age, we have very few needs and intend to spend the remaining days of our life serving the Almighty and ensuring that the money received from the sale proceeds is available to look after the least fortunate in our society.</u>

During the course of hearing before the Hon'ble High Court, your Counsel had stated that you want a place to stay and a fixed monthly income.

In view of the concerns raised by your Counsel and, without prejudice to my rights and contentions in the subject litigation and in the underlying suit filed by you, I would like to offer to you the following by way of full and final settlement of the abovementioned litigation being prosecuted by you before the Trial Court as also before the Hon'ble Delhi High Court:

> *(1) You are currently staying with your parents at their home in Malkaganj Delhi. In order to ensure that you can continue to rely on your parents for support, we will purchase in the name of the Charitable Trust to be set up by me (out of the sale proceeds of my house at Sunder Nagar) a two-bedroom flat costing not more than Rs. 50 lakhs in a decent area within one to two kms from the residence of your parents. You would have the right to occupy the said flat for your entire life time.*
>
> *In the event of your getting re-married and/or in the event of your death, the said flat shall revert to the Charitable Trust which shall be entitled to take immediate possession of the said flat.*

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(2) The Charitable Trust to be set up by me (as aforesaid) shall also deposit an amount of Rs.40 lakhs in a fixed deposit in its own name in a Nationalized Bank with irrevocable instructions that out of the interest thereon Rs. 25,000/-shall be paid on a monthly basis to you and the remaining interest shall be added to the principal to take account of any interest rate changes. Out of this Fixed Deposit, you shall continue to receive sum of Rs. 25,000/- per month for the rest of your life.

Again, however, in the event of your getting re-married or in the event of your death, the instructions to the Nationalized Band to make the monthly payment of Rs. 25,000 to you would be terminated and the fixed deposit would be at the disposal of the said Charitable Trust for the objects of the Trust.

I am making this offer to you through your Counsel, Shri Munish Makhija, Advocate, in the hope that we can settle all pending litigation between us.

I request further that you instruct your Counsel to meet my Counsel to discuss further modalities of this offer by meeting on Saturday the 25th July, 2009."

(emphasis supplied)

64. The aforesaid letter was responded by the plaintiff *vide* her letter dated 04.09.2009 rejecting the proposed offer and requesting for a reasonable offer to end the acrimony for all times to come. The plaintiff's letter dated 04.09.2009 which is not in dispute reads thus:

September 4, 2009

Shri Satinder Nath Maira
115, Sunder Nagar
New Delhi-110001

Sub: Settlement of our disputes

Respected Daddy,

I am in receipt of your offer dated 23.7.09 for settlement of the

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disputes. I regret to inform you that the said proposal as given by you is not at all acceptable to me and I am unable to accept the same.

You would appreciate that I being the widowed daughter-in-law. I am entitled for maintenance, which would include, residence, clothing, food and other expenses and you will also appreciate that I am entitled to have the same status which I was enjoying before the death of my husband. You have agreed to give Rs. 4 crores to each of your sisters and I being your only daughter-in-law, who is unfortunately widow, and as such I am entitled to more amount than you are paying to your sisters.

You are also aware that the flats in Sunder Nagar or in nearby colonies, even if, I go for a small flat will cost no less than Rs. 2 crores. Further, I also need money for my maintenance which has to be settled according to the status which I was enjoying before the death of my husband.

I, therefore, request you to kindly give me a reasonable offer so that a reasonable solution is found as it is painful to me to fight litigation and you know, with how much difficulty I am bearing the expenses of litigation.

I shall be expecting a favourable response so that this acrimony should come <u>to an end for all times to come</u>."

(emphasis supplied)

65. It is thereafter that the Consent Order came to be passed. What therefore, has to be examined is whether in terms of the Consent Order whereby the plaintiff had agreed not to have any claim of any nature whatsoever, against Sh. Satinder Nath Maira and/or his family upon receiving consideration of Rs. 2 crores would lead to creation of estoppel. In other words, whether the plaintiff could stake claim in the estate of Late Satinder Nath Maira and Late Sudesh Maira, including the Anand Lok property, in her capacity as Class I legal heir being widow of their pre deceased son.

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66. For exploring the answer to the above question, it would be beneficial to refer to the decision in ***Gulam Abbas*** (supra). The facts of the said case are that one Kadir Ali Bohra died leaving behind 05 sons, a daughter and his widows as his heirs. Mr. Kadir Ali had incurred debts so heavily that all his properties would have been consumed to liquidate the same. Three of his sons who had prospered, came to his rescue so that the property could be saved. But apparently, they paid up the debts only in order to get the properties for themselves to the exclusion of other two sons, who executed two separate but identically worded deeds acknowledging receipt of some cash and movable properties as consideration for not claiming any rights in future in the properties mentioned in the deeds. The relevant deed reads as under:

> *"I have accordingly taken the things mentioned above as the equivalent of my share and I have out of free Will written this.* ***I have no claim in the properties hereafter and if I put up a claim in future to any of the properties I shall be proved false by this document. I shall have no objection to my father giving any of the properties to my other brothers….."***
>
> (emphasis supplied)

66.1 The Hon'ble Supreme Court quoted Sir Ronald Wilson from as "Anglo Mohhamadan Law" in the following terms: (page 260 para 208) which reads thus:

> "7. Sir Ronald Wilson, in his "Anglo Mohhamadan Law" (p.260, para 208) states the position thus:
>
> > *'For the sake of those readers who are familiar with the joint ownership of father and son according to the most widely prevelant school of Hindu Law, it is perhaps desirable to state explicitly that in Mohammedan, as in Roman and English Law, nemo est heres viventis…… a*

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living person has no heir. An heir apparent or presumptive has no such reversionary interest as would enable him to object to any sale or gift made by the owner in possession; See Abdul Wdhid, L.P. 12 LA., 91, and 11 Cal 597(1885) which was followed in Hasan AH, 11 All 456, (1889). The converse is also true: a renunciation by an expectant heir in the lifetime of his ancestor is not valid, or enforceable against him after the vesting of the inheritance.'

This is a correct statement, so far as it goes, of the law, because a bare renunciation of expectation to inherit cannot bind the expectant heir's conduct in future. ***But, if the expectant heir goes further and receives consideration and so conducts himself as to mislead an owner into not making dispositions of his property inter vivos the expectant heir could be debarred from setting up his right when it does unquestionably vest in him. In other words, the principle of estoppel remains untouched by this statement****."*

(emphasis supplied)

66.2 The Apex Court thus, held that the two brothers who had executed the above stated deeds were estopped by their conduct on an application of Section 115 of Evidence Act from claiming any right to inheritance which accrued to them on their father's death. The relevant paragraph from the said decision reads thus:

"17. As we have already indicated, it is enough for the decision of this case that the plaintiff and Defendant 4 were estopped by their conduct, on an application of Section 115, Evidence Act, for claiming any right to inheritance which accrued to them, on their father's death, covered by the deeds of relinquishment for consideration*, irrespective of the question whether the deeds could operate as legally valid and effective surrenders of their spes successionis.* ***Upon the facts and circumstances in the case found by the courts below we hold that the plaintiff and Defendant 4 could not, when rights of inheritance vested in them at the time of their father's death, claim these as such a claim would be barred***

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***by estoppel**.”*

(emphasis supplied)

67. The contours of this doctrine have been firmly cemented by the Hon'ble Supreme Court in the case of ***Shehammal v. Hassan Khani Rawther (2011) 9 SCC 223***. Reiterating the principles of ***Gulam Abbas***, the Supreme Court unequivocally ruled that while the transfer or relinquishment of a mere *spes successionis* (expectation of succession) might technically be void under Section 6 of the Transfer of Property Act, the dynamics change entirely when it forms part of a family arrangement. Where an expectant heir receives valuable consideration and relinquishes future rights, a binding estoppel is created. This estoppel absolutely prevents the expectant heir from later claiming a share when the succession actually opens.

67.1. In arriving at this conclusion, the Supreme Court reasoned that where an expectant heir accepts consideration and permits the propositus to deal with the estate on the faith that no future claim survives, the resultant estoppel operates irrespective of whether the underlying relinquishment would, standing alone, be void as a transfer of a mere *spes successionis*. The Court held that, having accepted valuable consideration in lieu of a future claim, it would be against public policy to permit the claimant thereafter to invoke the doctrine of *spes successionis* to resile from the bargain, and that the principle of estoppel would, in such circumstances, be squarely attracted, notwithstanding that the relinquishment was by way of an arrangement which cannot strictly qualify as family arrangement. The relevant extract from the Judgment reads thus:

> *“34. **There is little doubt that ordinarily there cannot be a transfer of spes successionis, but in the exceptions pointed out by this Court in Gulam Abbas case [(1973) 1 SCC 1 : AIR 1973 SC 554] ,***

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the same can be avoided either by the execution of a family settlement or by accepting consideration for a future share. It could then operate as estoppel against the expectant heir to claim any share in the estate of the deceased on account of the doctrine of spes successionis*. While dealing with the various decisions on the subject, which all seem to support the view taken by the learned Judges, reference was made to the decision of Suleman, C.J. of the Allahabad High Court in Latafat Husain v. Hidayat Husain [AIR 1936 All 573] , where the question of arrangement between the husband and wife in the nature of a family settlement, which was binding on the parties, was held to be correct in view of the fact that a presumption would have to be drawn that if such a family arrangement had not been made, the husband could not have executed a deed of wakf if the wife had not relinquished her claim to inheritance. It is true that in Khanum Jan [(1827) 4 SDA 210] , it had been held by this Court (sic) that renunciation implied the yielding up of a right already vested or desisting from prosecuting a claim maintainable against another, and such renunciation during the lifetime of the mother of the shares of the daughters was null and void since it entailed the giving up of something which had not yet come into existence.*

35. ***The High Court after considering the aforesaid views of the different jurists and the decision in connection with the doctrine of relinquishment came to a finding that even if the provisions of the doctrine of spes successionis were to apply, by their very conduct the petitioners were estopped from claiming the benefit of the said doctrine****. In this context, we may refer to yet another principle of Mohammedan Law which is contained in the concept of wills under the Mohammedan Law. Section 118 of Mulla's Principles of Mahomedan Law embodies the concept of the limit of testamentary power by a Mohammedan. It records that:*

> *"118. Limit of testamentary power.—A Mohammedan cannot by will dispose of more than a third of the surplus of his estate after payment of funeral expenses and debts. Bequests in excess of the legal third cannot take effect, unless the heirs consent thereto after the death of the testator."*

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The said principle of testamentary disposition of property has been the subject-matter of various decisions rendered by this Court from time to time and it has been consistently stated and reaffirmed that a testamentary disposition by a Mohammedan is binding upon the heirs if the heirs consent to the disposition of the entire property and such consent could either be express or implied. Thus, a Mohammedan may also make a disposition of his entire property if all the heirs signified their consent to the same. In other words, the general principle that a Mohammedan cannot by will dispose of more than a third of his estate after payment of funeral expenses and debts is capable of being avoided by the consent of all the heirs. In effect, the same also amounts to a right of relinquishment of future inheritance which is on the one hand forbidden and on the other accepted in the case of testamentary disposition. ***Having accepted the consideration for having relinquished a future claim or share in the estate of the deceased, it would be against the public policy if such a claimant be allowed the benefit of the doctrine of spes successionis. In such cases, we have no doubt in our mind that the principle of estoppel would be attracted.***

36. We are, however, not inclined to accept that the methodology resorted to by Meeralava Rawther can strictly be said to be a family arrangement. A family arrangement would necessarily mean a decision arrived at jointly by the members of a family and not between two individuals belonging to the family. The five deeds of relinquishment executed by the five sons and daughters of Meeralava Rawther constitute individual agreements entered into between Meeralava Rawther and the expectant heirs. ***However, notwithstanding the above, as we have held hereinbefore, the doctrine of estoppel is attracted so as to prevent a person from receiving an advantage for giving up of his/her rights and yet claiming the same right subsequently. In our view, being opposed to public policy, the heir expectant would be estopped under the general law from claiming a share in the property of the deceased, as was held in Gulam Abbas case [(1973) 1 SCC 1 : AIR 1973 SC 554] .”***

(emphasis supplied)

68. This position of law was again reiterated recently and applied in a

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somewhat similar situation in ***Elumalai*** (supra). The facts of the case are that the property in dispute was self-acquired property of Sh. Sengalani Chettiar who had two marriages. From the first marriage, he had a son namely Sh. Chandran (the father of the appellants therein). From the second marriage, Chettiar had 05 daughters and a son. Chandran, during the lifetime of his father, had executed a release deed stating that he had received valuable consideration and thereafter, he would not have any other connection except blood relation. The relevant part of the judgment containing release deed reads thus:

> *"2. In regard to the said property, Chandran, the father of the appellants had executed a release deed.* ***The terms of the release deed dated 12-11-1975 are as follows****:*
>
> > *THIS DEED OF RELEASE is executed on the 12th day of November, 1975 in favour of (1) C. Sengalani Chettiar, son of Singara Chettiar, residing at No. 144, Venkatachala Mudali Street Meersapet, Mylapore, Chennai, (2) Sengalani Chettiar, as the guardian of his minor son, Vinayagarnurthy, aged about 2 years, this deed executed by S. Chandran, son of Sengalani Chettiar, residing at No. 19, Santha Sahib Street, Meersapet, Mylapore, Chennai is as follows:*
> >
> > ***I am the son of your first wife. As I could not be with you, I had received through the transfer of mortgage gold jewellery which is worth of Rs 10,000 and the materials of a value of Rs 5000 and releasing my share in respect of the house sites situate at Manamathi Village****, which belong to us and more particularly described in the schedule hereunder, through this document on this day.* ***The mortgage amount of Rs 10,500 as against the abovesaid house site, shall be settled by you. Hereafter we do not have any other connection except blood relation.***
> >
> > *In this manner I had execute this deed of release."*

68.1. However, Chandran passed away in 1978 while his father Chettiar

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died in the year 1988. The claim was thereafter made by the children of Chandran in the property of Chettiar. The question thus, arose was that whether doctrine of equitable estoppel would have prevented Sh. Chandran from staking claim, if he had survived his father. The Supreme Court observed that having received valuable consideration and allowed his father Shri Sengalani Chettiar to proceed on the basis that he was free to deal with the property without the prospect of being haunted by any claim whatsoever as regards the property by Chandran, a clear estoppel sprang into existence following the receipt of consideration by Chandran. The relevant extract from the decision reads thus:

> *"17. The property i.e. 'A' schedule, was not the ancestral property of Shri Chandran. Shri Chandran would have acquired rights over the same only if his father had died intestate. He was, thus, only an heir apparent. Transfer by an heir apparent being mere spes successionis ineffective to convey any right. By the mere execution of release deed, in other words, in the facts of this case, no transfer took place. This is for the simple reason that the transferor, namely, the father of the appellants did not have any right at all which he could transfer or relinquish.* ***<u>However, if his conduct was such that he could be estopped then the execution of the release deed would imperil his right and therefore cast an irremovable shadow on the claim of the appellants as well unless we find merit in other submissions of Shri Siddharth Iyer, learned counsel for the appellants</u>****.*
>
> *18. The argument of the appellants and Shri Jayanth Muth Raj that there is no evidence that the grandfather of the appellant acted on the release deed and that he did not execute any deed on the basis of the release deed does not appeal to us. Shri Sengalani Chettiar married twice. The first union produced the father of the appellants. Thereafter, he married again. It is after the second marriage and the birth of the children from the said wedlock that release deed came to be executed on 12-11-1975. It*

would appear that from the second marriage, a son was born who incidentally was ill and in whose favour the father of the appellants executed the release deed. The intention of Sengalani Chettiar would appear to have been to secure the interest of the son from the second marriage. He wished to secure his interest created under the second marriage and for which the father of the appellants who was his son from the first marriage was given some valuable consideration, which persuaded Shri Chandran to release all his rights in respect of property in question. ***The words in the "release deed" that hereafter he did not have any other connection except blood relation appears to signify that the intention of Shri Chettiar was to deny any claim to Shri Chandran in regard to the property.*** ***He apparently thought that he achieved his goal and in law if the principle in Gulam Abbas [Gulam Abbas v. Haji Kayyum Ali, (1973) 1 SCC 1] is applied and Shri Chandran did not pre-decease his father, all would have gone according to the plan of the parties****.*

19. We are of the view that conjecturing that Shri Chandran has survived his father and his succession had opened intestate in regard to the estate of his father, ***the conduct of executing the release deed though by itself may not have resulted in a lawful transfer, his conduct being accompanied by the receipt of consideration would have estopped Shri Chandran. The very fact that Shri Chettiar did not execute any document by way of will only shows that he proceeded on the basis that the branch represented by Shri Chandran was being cut off from inheritance from the property in question.***

xxxx xxxx xxxx xxxx

27. It will be noticed that the father of the appellants, by his conduct, being estopped, as found by us, is the fountainhead or the source of the title declared in Section 8(a) of the Hindu Succession Act. It is, in other words, only based on the relationship between Shri Chandran and the appellants, that the right under Section 8(a) of the Hindu Succession Act, purports to vest the right in the appellants. We would think, therefore, that the appellants would also not be in a position to claim immunity

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from the operation of the principle of estoppel on the basis of Section 8(a) of the Hindu Succession Act. ***If the principle in Gulam Abbas [Gulam Abbas v. Haji Kayyum Ali, (1973) 1 SCC 1] applies, then, despite the fact that what was purported to be released by Shri Chandran, was a mere spes successionis or expectation his conduct in transferring/releasing his rights for valuable consideration, would give rise to an estoppel. The effect of the estoppel cannot be warded off by persons claiming through the person whose conduct has generated the estoppel. We also find no merit at all in the attempt at drawing a distinction based on religion. The principle of estoppel applies without such distinction***.

28. The only further contention which remains to be dealt with is that raised by Shri Jayanth Muth Raj, learned counsel. He made an attempt to contend that the principle in Gulam Abbas [Gulam Abbas v. Haji Kayyum Ali, (1973) 1 SCC 1] may not be available in view of the factual matrix. It is his case that in the said case, the brothers received a benefit and thereafter gave up the rights, which, as it was found, they did not possess at the time. The position in this case, however, is not similar. ***We are of the view that this argument ignores the play of the facts. Having received valuable consideration and allowed his father Shri Sengalani Chettiar to proceed on the basis that he was free to deal with the property without the prospect of being haunted by any claim whatsoever as regards the property by Shri Chandran, a clear estoppel sprang into existence following the receipt of consideration by Shri Chandran. Estoppel would shut out in equity any claim otherwise either by Shri Chandran or his children viz. the appellants***.

29. In such circumstances, we find no merit in the appeals. The appeals will stand dismissed. The parties will bear their own costs."

(emphasis supplied)

69. Now reverting to the facts of the present case, Late. Satinder Nath Maira had made his intention clear to the plaintiff that he and his wife wish to create a charitable trust in the memory of their son and it seems that to

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prevent the plaintiff to have any sort of claim in their estate which they eventually desire to be given to the trust, a specific clause was inserted in the Consent Order wherein in lieu of the valuable consideration, the plaintiff agreed that she shall have of no claim of any nature, whatsoever, against Late. Satinder Nath Maira and/or his family. The Clause thus, *prima facie* signify that the intent is to the deny the plaintiff any right of inheritance in the estate of Late Satinder Nath Maira or his other family members, which could be given to the trust to be created by them in the memory of their son, free from any claim, whatsoever.

70. This position is further reinforced by the fact that the affidavit dated 10.11.2009 filed by Late Satinder Nath Maira in CM (M) 291/2009, in which his letter dated 23.07.2009 and plaintiff's response dated 04.09.2009 were annexed, stands admitted by the plaintiff in the present suit, thereby, confirming that she had knowledge of the intended disposition prior to execution of the Consent Order, which negates her plea that the eventual bequest to defendant no. 1/Trust was outside her contemplation.

71. Late Satinder Nath Maira did not make any disposition *qua* his estate either *inter vivos* or testamentary during his lifetime possibly relying upon the clause of the Consent Order whereby the petitioner gave up all her claims of any nature, whatsoever, against her parents-in-law which obviously would include claim against their estate. The Plaintiff is, therefore, estopped from claiming any share in the estate of Late Satinder Nath Maira on the principle of estoppel. The Plaintiff is also prevented from claiming any share in the estate of Late Smt. Sudesh Maira, after her demise premised on the same principle even assuming *arguendo* that the subject Will does not exist or is forged.

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72. Tersely put, the plaintiff having received valuable consideration and thereby permitted Late Mr. Satinder Nath Maira and Late Mrs. Sudesh Maira to proceed on the basis that no further claim survived against them, is estopped from resiling from the Consent Order at this belated stage, more so after a silence spanning approximately fifteen years**.** The present case is thus, squarely covered by the principle laid down in ***Gulam Abbas*** (supra) read with ***Shehammal*** (supra) and ***Elumalai*** (supra).

73. As regards the plaintiff's foundational plea that the Sunder Nagar Property was the ancestral property of Late Mr. Jagmohan Nath Maira, and the defendants' rival plea, supported by the Lease Deed dated 18.02.1953 and the Will dated 26.02.1972, that it was the self-acquired property of Late Smt. Padmavati Maira, this Court is of the view that this is a disputed question of fact, which for the time being pales into insignificance, inasmuch as dispute as to the character of the Sunder Nagar Property does not, in this Court's *prima facie* view, detract from the effect of the Consent Order or the doctrine of equitable estoppel discussed above. The plaintiff's relinquishment is couched in personal and blanket terms against Late Mr. Satinder Nath Maira and his family, and is not made contingent upon, or limited by, the ancestral or self-acquired character of any particular property.

74. The question as to the true character of the Sunder Nagar Property, as well as, the question as to the validity and authenticity of subject will executed by Late Sudesh Maira, are the questions of fact which need not be gone into at this stage once this Court has *prima facie* found that the plaintiff is estopped from making any claim against the estate of Late Satinder Nath Maira and Late Sudesh Maira.

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75. On an overall conspectus, this Court finds that the plaintiff has failed to establish a *prima facie* case showing an enforceable right. Her claim to the estate of her parents-in-law is squarely barred by the Consent Order and the doctrine of estoppel discussed above.

76. However, before parting, the decisions relied upon by the plaintiff may also be adverted to. The reliance placed by the learned counsel for the plaintiff on ***Rajagopal Pillai*** (supra) is distinguishable on facts, since that case concerned a situation where the self-acquired property of the father was subsequently and demonstrably thrown into the common hotchpotch of the joint family after the deed of release had been executed by one of the sons, a subsequent event that neither party had contemplated at the time of release. On facts of that case, the Court found that the son who had executed the release did not cease to be a member of joint family and it was held that he had a share in the joint family property to which the widow became entitled on his death. No such conversion into joint family property, nor any comparable subsequent event, is pleaded or demonstrated in the present case.

77. Similarly, in ***Lalji Maitra*** (supra) the principle of estoppel as enunciated in the ***Gulam Abbas*** (supra) was held inapplicable to one appellant therein, i.e., Lalji Maitra, as he was a complete stranger to the family arrangement. The plaintiff in the present case is a party to, and the direct beneficiary of the Consent Order. Consequently, the principle of equitable estoppel as enunciated in ***Gulam Abbas*** (supra) is squarely applicable to the facts of the present case, precluding the plaintiff from resiling from the Consent Order.

78. Likewise, the reliance placed by the learned counsel for the plaintiff

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on ***Angadi Chandranna*** (supra), is also misplaced. The said judgment is of no assistance to the plaintiff at this stage since it addresses only the legal character of property following partition namely, that a share allotted on partition becomes the self-acquired property of the sharer, and has no bearing whatsoever on the distinct question arising in the present case i.e. whether a person who has accepted consideration under a consent decree is thereafter estopped from asserting inheritance rights.

79. In view of the above discussion, there is no merit in the present application, and the same is accordingly dismissed.

80. It is clarified that the observations made hereinabove are *prima facie* for the purpose of deciding the present application and shall not be construed as an expression of final opinion.

81. The application is disposed of.

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82. List before the Ld. Joint Registrar on 06.10.2026, the date already fixed.

VIKAS MAHAJAN, J

AUGUST 19, 2026
Jg/dss

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