



IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

I N D E X

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

Sl. No	Particular of documents	Dates	Anxr	Pages
1.	List of Dates and Events			1 - 3
2.	Memo of Civil Revision (U/s 115 C.P.C.).			4 - 12
3.	Certified as well as true copy of the judgment and order passed by Additional Civil Judge (S.D.), Court No.2, Varanasi in O.S. No.259 of 2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others).	01.12.2017		13 - 26
4.	Certified and photocopy of the formal order/decrees.			21 - 23
5.	Civil Misc. (Stay) Application (U/s 151 of C.P.C.)			24 - 25
6.	Affidavit in support of Civil Misc. (Stay) Application with ID proof of the deponent.			26 - 38
7.	Copy of the first oral family		1	39 - 58

[Signature]

	settlement subsequently reduced into writing on 26.12.1997.			
8.	Copy of the memorandum of second oral family settlement.	26.12.1997	2	59-69
9.	Copy of the Plaintiff of O.S. No.259/2010 (Govind Ji Agrawal & another Vs. Arvind Agarwal & others).		3	76-84
10.	Copy of the written statement filed by defendant no.1 & 3.		4	85-101
11.	Copy of the written statement filed by defendant no.2.		5	102-107
12.	Copy of the amendment application filed by the plaintiffs/revisionists under Order 6 Rule 17 C.P.C. in the aforesaid suit Paper No.79Ka2.		6	108-113
13.	Copy of the objections filed by the defendants/opposite parties marked as Paper No.81C.		7	114-118
14.	Vakalatnama			119

Dated: 1/01/2018 (**ASHISH KUMAR SRIVASTAV**)

Advocate

Advocate Roll No.A/A-1296/2012

Enrollment No.UP-12934/2000

Chamber No.76, High Court,
Allahabad

Counsel for the Revisionists

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

LIST OF DATES AND EVENTS

IN

CIVIL REVISION NO. **OF 2018**

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

S/No.	DATES	EVENTS
1.	-	The dispute and differences arose amongst the beneficiaries of the estate of Late Mukund Lal Sarraf with Shri Balram Das Sarraf and his family members on one side and Shri Govind Ji Agarwal and Shri Arvind Agarwal both sons of Late Hira Lal Sarraf on the other side.
2.	31.03.1997 & 26.12.1997	In order to resolve the aforesaid dispute and differences, one oral settlement took place on 31.03.1997, for which a memorandum was also executed on 26.12.1997 resolving all the disputes amongst themselves and partitioning all the assets and business amicably.
3.	-	The dispute and difference arose between the plaintiff nos.1 & 2 and Smt. Anjana Agarwal w/o Shri Govind Ji Agarwal on one side and the defendant nos.1 & 2 on the other side in respect of the properties mentioned in Schedule 'A' of the Plaintiff of O.S. No.259/2010.

[Signature]

2

4.	31.03.1997 & 26.12.1997	Another oral family settlement took place between them amicably on 31.03.1997 which was also subsequently reduced in writing on 26.12.1997 and as such the same become final.
5.	30.01.2003	Smt. Anjana w/o Shri Govind Ji Agarwal expired leaving behind her heirs and legal representatives as the plaintiffs/revisionists nos.1 and 2.
6.	2010	Plaintiffs/revisionists filed a suit No.259/2010 for declaration against defendant nos.1, 2 & 3 seeking declaration that the properties detailed and described in Schedule 'A' at the foot of the plaint be declared to have been settled amicably and partitioned through the said oral family settlement.
7.	-	Defendant nos.1 & 3 filed their written statement jointly, denying the first oral family settlement dated 31.03.1997 and the execution of the memorandum pertaining to that on 27.12.1997.
8.	-	Defendant no.2 also filed her separate written statement, denying the first oral family settlement dated 31.03.1997 and the execution of the memorandum pertaining to that on 27.12.1997.
9.	-	Against the said application 65A, defendants/opposite parties preferred their objections 67C and 69C however in the said objections, defendant nos.1, 2 & 3 did not raise any objection as to the correctness or incorrectness of the address of the formal defendant nos.4 & 5.
10.	22.05.2015	The learned court below allowed the said amendment application 65A by order dated 22.05.2015.
11.	-	The amendment application filed by

AAB

3

		the plaintiffs/revisionists under Order 6 Rule 17 C.P.C. in the aforesaid suit marked as Paper No.79Ka2.
12.	-	Defendants/opposite parties filed their objections against the amendment application marked as Paper No.81C.
13.	01.12.2017	The Additional Civil Judge (S.D.), Court No.2, Varanasi in O.S. No.259 of 2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others), rejecting the amendment application 79Ka2 filed by the plaintiffs/revisionists, under Order 6 Rule 17 C.P.C. in aforementioned suit.
14.	-	Hence aforesaid Civil Revision.

AKS ✓

Dated: 1/01/2018 **(ASHISH KUMAR SRIVASTAV)**
Advocate
Advocate Roll No.A/A-1296/2012
Enrollment No.UP-12934/2000
Chamber No.76, High Court,
Allahabad
Counsel for the Revisionists

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

CIVIL REVISION NO.

OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

1. Govind Ji Agarwal aged about 62 years
S/o Late Hira Lal Saraf
2. Anup Agarwal, aged about 40 years
S/o Sri Govind Ji Agarwal
Both resident of H.No.CK-43/23,
Mohalla Rajadarwaja, Varanasi City.

----- Plaintiffs/Revisionists.

Versus

1. Arvind Agarwal aged about 60 years
S/o Late Hira Lal Saraf,
Resident of H.No.CK-43/23,
Mohalla Rajadarwaja, Varanasi City.
2. Smt. Mridula Rani, aged about 52 years
W/o Shri Arvind Agarwal,
R/o House No.CK-43/23, Mohalla Rajadarwaja,
Varanasi City.
3. Abhijit Agarwal, aged about 32 years
S/o Shri Arvind Agarwal,
Resident of H.No.CK-43/23, Mohalla Rajadarwaja
Varanasi City.
4. Smt. Prem Kumari Devi, adult wife of Late Balram
Das Agarwal.

[Signature]

5. Abhay Kumar Agarwal adult of Late Balram Das Agarwal, resident of H.No.CK-43/23, Mohalla Rajadarwaja, Varanasi City.

----- Defendants/Opposite Parties.

The present Civil Revision is being filed against the judgment and order dated 01.12.2017 passed by Additional Civil Judge (Senior Division), Court No.2, Varanasi in Original Suit No.259 of 2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others), rejecting the amendment application 79Ka2 filed by the plaintiffs/revisionists, under Order 6 Rule 17 C.P.C. in aforementioned suit.

The relief sought by this Revision is that this Hon'ble Court may graciously be pleased to allow this Revision and set aside the judgment and order dated 01.12.2017 passed by Additional Civil Judge (S.D.), Court No.2, Varanasi in Original Suit No.259 of 2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others) and further be pleased to allow the amendment application 79Ka2 filed by the plaintiffs/revisionists in O.S. No.259/2010. And/Or to pass an appropriate order or directions which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

Valuation of the Suit is	- Rs.50,00,000.00
The valuation of the Revision	- Rs.50,00,000.00
Court fee paid is	- Rs. 10/-

6

The instant Civil Revision is being preferred inter-alia on the following grounds:-

G R O U N D S

- I.** Because plaintiffs/revisionists filed the amendment application 79Ka2 only with an intention to get all the disputes and the controversies involved in the suit finally adjudicated upon and settled, just to save the multiplicity of proceedings.
- II.** Because the defendants/opposite parties in their written statement filed in O.S. No.259/2010 have denied the first oral family settlement dated 31.03.1997 followed by memorandum dated 26.12.1997.
- III.** Because the plaintiffs/revisionists had earlier moved an application for amendment which was numbered as 65A by which the defendants/opposite parties no.4 & 5 have been arrayed as formal party to the suit.
- IV.** Because against the said application 65A, defendants/opposite parties preferred their objections 67C and 69C however in the said objection, defendant nos.1, 2 & 3 did not raise any objection as to the

[Signature]

correctness or incorrectness of the address of the formal defendant nos.4 & 5.

- V. Because the learned court below allowed the said amendment application 65A by order dated 22.05.2015 and accordingly desired amendments were incorporated in the Plaintiff and subsequently in compliance of the order of the learned court below summons were issued to the newly added defendant nos.4 & 5 at their address given in the plaint.
- VI. Because since summons after issuance were not received back, the counsel for the defendants/ opposite parties disclosed that the newly added defendants do no longer reside at the address given in the plaint rather they reside at their another H.No.C- 27/273, Das Nagar, Maldahiya, Varanasi.
- VII. Because in the plaint of the aforesaid suit it has been specifically averred that with respect to the estate of Late Mukund Lal Sarraf between his heirs mentioned in the pedigree in the plaint an oral family settlement took place on 31.03.1997, for which a memorandum was executed on 26.12.1997 (which has been mentioned hereinafter as **first oral family**



settlement) resolving all the disputes amongst themselves.

- VIII.** Because as per the above oral family settlement, which has been mentioned in the just preceding paragraph, certain properties detailed and described in Schedule -'A' given at the foot of the plaint, fell to the share of the heirs of Late Hira Lal Sarraf i.e. the plaintiff nos.1 & 2 and Late Smt. Anjana Agarwal w/o Govind Ji Agarwal and the defendant nos.1 & 2 jointly.
- IX.** Because some dispute and differences further arose between the heirs of Late Hira Lal Sarraf which was also resolved by oral family settlement amicably of the same date i.e. 31st March, 1997 for which a memorandum was also executed on 26.12.1997 (hereinafter referred to as 'second oral family settlement').
- X.** Because the first settlement was given effect to and acted upon, to the knowledge of the parties to the suit.
- XI.** Because the plaintiffs/revisionists have filed the aforesaid suit O.S. No.259/2010 seeking declaration that the properties detailed and described in Schedule



9

'A' at the foot of the plaint has been amicably settled and partitioned, through the family settlement dated 31.03.1997 followed by memorandum dated 26.12.1997 between the plaintiffs and Smt. Anjana Agarwal on one part and the defendant nos.1 & 2 and on the basis of the terms & conditions of the said settlement which were binding upon the parties to the present suit. The plaintiffs are entitled to get mutated their names in respect of properties which came into their share in the Assessment Register of Nagar Nigam, Varanasi.

XII. Because all the three defendant nos.1, 2 & 3 have filed their written statement separately specifically denying about the knowledge of the first oral family settlement dated 31.03.1997 followed by memorandum dated 26.12.1997 executed in pursuance thereof although signed and executed by the defendant no.1 as self and power of attorney holder of his wife, defendant no.2, since defendant no.3 was minor at the time of settlement, he was not a party to the settlement.

XIII. Because all the defendants are in collusion with one and other and even the defendant nos.4 & 5 are fully

aware about the pendency of the suit and it's proceedings, yet they are evading their appearance in the suit.

XIV. Because the defendant nos.4 & 5 after having learnt about the suit, contacted the plaintiffs/revisionists and made their intentions clear that since their interest is not in dispute, they are least concerned with the participation in the suit.

XV. Because in view of the malafides of the defendant nos.4 & 5 in collusion with defendant nos.1, 2 & 3, plaintiffs/revisionists by means of amendment made a prayer in alternative that the first oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 and the second oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 either be declared both ineffective, inoperative and waste papers or both are lawful, valid and effective documents as the second oral family settlement owes it's origin to the first oral family settlement.

XVI. Because learned court below failed to understand the purpose of the amendment which were sought by the plaintiffs/revisionists. *[Signature]*

- XVII.** Because the learned court below while rejecting the amendment application by impugned order has ignored that most of the amendments were formal in nature as they were with regard to the correct address of the added defendants etc.
- XVIII.** Because the learned court below has wrongly and illegally held that the amendments sought by the plaintiffs/revisionists are not clear or specific and if the amendments sought in the application would be allowed then it would only create confusion at the time of adjudication of the dispute.
- XIX.** Because the learned court below has exceeded in it's jurisdiction by rejecting the amendment application on the ground that it would be difficult for the plaintiffs/revisionists to adduce evidence pertaining to the amendment they are seeking through the amendment application.
- XX.** Because the learned court below committed manifest error by rejecting the amendment application 79Ka2 on the ground that plaintiffs would failed to prove in the suit as to which relief he is seeking in the suit in question.



- XXI.** Because the learned court below has failed to exercise the jurisdiction vested in it by law because by the order impugned the learned court below had curtailed the rights of the plaintiffs/revisionists to seek all the resolution of the dispute in the suit itself.
- XXII.** Because the learned court below has committed material irregularity by rejecting amendment application failing to understand that only on one amendment sought in the application, the other amendments sought does not become immaterial or redundant.
- XXIII.** Because the order impugned is otherwise also bad in eyes of law.

Dated: 1 /01/2018 **(ASHISH KUMAR SRIVASTAV)**
Advocate
Advocate Roll No.A/A-1296/2012
Enrollment No.UP-12934/2000
Chamber No.76, High Court,
Allahabad
Counsel for the Revisionists

न्यायालय अपर सिविल जज (सी0डिओ), न्यायालय संख्या-2, वाराणसी

मुकदमा नम्बर 259 सन् 2010

गोविंद जी अग्रवाल प्रति अरविंद अग्रवाल

01.12.2017

पत्रावली आदेशार्थ पेश हुयी।

वादीगण एवं प्रतिवादीगण को प्रार्थना पत्र 79क2 तथा आपत्ति 81ग2 पर सुना जा चुका है। वादी द्वारा प्रार्थना पत्र 79क2 अन्तर्गत आदेश 8 नियम 7 सिविल प्रक्रिया संहिता प्रस्तुत करते हुए यह कथन किया गया कि वादी ने प्रार्थना पत्र 65क2 के माध्यम से प्रतिवादी संख्या 4 व 5 को औपचारिक प्रक्षकार बनाया है ताकि उसके विरुद्ध कोई अनुतोष नहीं मांगा है। प्रतिवादी संख्या 4 व 5 अब प्रतिवादी संख्या 1 ता 3 की साजिश में आ गये हैं और वादीगण का विरोध कर रहे हैं जिसके कारण संशोधन की अनुमति प्रदान की जाय। इस संशोधन के माध्यम से वादी इस तथ्य का सामिल करना चाहता है कि यदि पहले मौखिक पारिवारिक समझौते को सही माना जाता है तो पाश्चत्वर्ती दूसरे मौखिक पारिवारिक समझौते को भी सही माना जाय। यदि वर्तमान पारिवारिक समझौते को सही नहीं माना जाता है तो दूसरा पारिवारिक समझौते को भी सही नहीं माना जाय।

प्रतिवादीगण की ओर से आपत्ति 81ग2 दाखिल करते हुए यह कथन किया गया है कि वादीगण विरोधाभाषी कथन संशोधन के माध्यम से कर रहे हैं। जिसको संशोधन के माध्यम से सामिल नहीं किया जा सकता। वादी की

ओर से दुर्भावनावंश यह प्रार्थना पत्र प्रस्तुत किया गया है। अतः खारिज किया जाय।

वादी की ओर से अपने कठिन के समर्थन में माननीय उच्चतम व्यायालय की विधि व्यवस्था Gautam Sarup Vs. Leela Jetly and others, 2008 (2) ARC 944 (Supreme Court), Revajeetu Builders & Developers Vs. Narayanaswamy & Sons & others 2009 (3) ARC 502 (Supreme Court), Pankaja & Anr. Vs. Yellappa (D) by Lrs. & Ors. 2004 (2) JCLR 543 (SC), Baldev Singh & Ors. etc. Vs. Manohar Singh & Anr. etc. 2003 (3) JCLR 160 (SC), Andhra 1.50 Bank Vs. ABN Amro Bank N.V. & Ors. 2007 (3) JCLR 30 (SC) प्रस्तुत की गयी है।

वादीगण की ओर से हस्तगत वाद प्रतिवादीगण के विरुद्ध उद्घोषणा के बावत प्रस्तुत करते हुए यह अभिवचन किया गया है कि यह घोषित किया जाय कि पारिवारिक समझौता दिनांकित 31.03.1997 एवं 26.12.1997 पक्षकारों पर बाध्यकारी है और इसके आधार पर वह अपना नाम नगर पालिका में दर्ज करा ले। इस प्रकार वादीगण के अभिवचनों से यह स्पष्ट होता है कि उपरोक्त दोनों तिथियों के मौखिक पारिवारिक समझौते पर विश्वास करते हुए यह वाद दाखिल किया गया है। अब संशोधन के माध्यम से वादी यह सामिल करना चाहता है कि यदि प्रथम पारिवारिक समझौते को सही माना जाता है तो पाश्चातवर्ती दूसरे पारिवारिक समझौते को भी सही माना जाय। यदि वर्तमान पारिवारिक समझौते को सही नहीं माना जाता है तो दूसरे पारिवारिक समझौते को भी सही माना जाएगा। वादी का यह अभिवचन सर्वप्रथम पूर्व में किये गये अभिवचनों को वापस लेने के समान है। संशोधन के माध्यम से जो अभिवचन

वादी सामिल करना चाहता है वह स्पष्टीकारक नहीं है। वादी किन तथ्यों पर स्वयं को आधारित कर रहा है वह अस्पष्ट हो जाते हैं। वादी स्वयं ही काल्पनिक तथ्यों के आधार पर अनुतोष की मांग कर रहा है। वह साक्ष्य के माध्यम से किस तथ्य को साबित करेगा उन र निश्चित नहीं है। यह संशोधन विशिष्ट प्रकार के नहीं है। इनसे वाद के निस्तारण पर किसी भी प्रकार से सुविधा नहीं मिलेगी बल्कि वाद के निस्तारण में जटिलता उत्पन्न करेंगी। वादी की ओर से प्रस्तुत माननीय उच्चतम न्यायालय की विधि व्यवस्था Gautam Sarup Vs. Leela Jetly and others 2008 (2) ARC 944 में यह अवधारित किया गया है कि संशोधन प्रार्थना पत्र को लचीला ऊँझ अपनाते हुए स्वीकार किया जाना चाहिए। वादी की ओर से दाखिल माननीय उच्चतम न्यायालय की विधि व्यवस्था Pankaja & Anr. Vs. Yellappa (D) by Lrs. & Ors. 2004 (2) JCLR 543 (SC) में यह अवधारित किया है कि संशोधन का उद्देश्य मुकदमें को कम करना है। Baldev Singh & Ors. etc. Manohar Singh & Anr. etc. 2006 (3) JCLR 160 (SC), में न्यायालय ने यह अवधारित किया है कि विलम्ब के आधार पर प्रार्थना पत्र खारिज नहीं जाना चाहिए। यहीं तथ्य Andhra Bank Vs. ABN Amro Bank N.V. & Ors. 2007 (3) JCLR 30 (SC) में माननीय उच्चतम न्यायालय द्वारा अवधारित किया गया है। वादी की ओर से दाखिल माननीय उच्च न्यायालय इलाहाबाद की विधि व्यवस्था में यह अवधारित किया गया है कि ऐसे संशोधन को स्वीकार किया जाना चाहिए जो स्पष्ट कारक हो तथा वाद के निस्तारण में सहायक हो।

वादी की ओर से प्रस्तुत उपरोक्त विधि व्यवस्थाएं हस्तगत मामले में

लागू नहीं होती है। क्योंकि वादी के द्वारा चाहे गये संशोधन से पक्षकारों के मध्य खासकर विवादिक बिन्दुओं के निस्तारण में कोई भी सहायता प्राप्त नहीं होगी। संशोधन प्रार्थना पत्र के तथ्य स्पष्टीकरण नहीं है न ही विशिष्ट है। संशोधन के समिल किये जाने से वाद पत्र में किये गये अभिवचनों में भ्रम उत्पन्न होगा। वादी किस विशिष्ट अनुतोष को प्राप्त करना चाहता है यह साबित नहीं हो पायेगा और न ही उसके समर्णन में वादी विशिष्ट साक्ष्य प्रस्तुत कर पायेगा। क्योंकि वादी एक तरफ कथित मौखिक पारिवारिक समझौते को साबित करने का प्रयास करेगा और दूसरी तरफ उन्हीं मौखिक पारिवारिक समझौते को गलत साबित करने का प्रयास करेगा। अतः वादी के द्वारा प्रस्तुत प्रार्थना पत्र बावत संशोधन स्वीकार किये जाने योग्य नहीं है।

आदेश

वादी की ओर से प्रस्तुत प्रार्थना पत्र 79क2 खारिज किया जाता है। प्रतिवादीगण की आपत्ति तदनुसार निस्तारित की जाती है। पत्रावली वास्ते साक्ष्य वादी दिनांक 06.01.2018 पेश हो।

ह0/- अपठनीय
01.12.2017
अपर सिविल जज (सी0डिं0)
व्यायालय संख्या-2
वाराणसी।

(सत्य प्रतिलिपि)

17

न्यायालय निवास कापड़ दिविल एस सी डी ए प्राप्ति

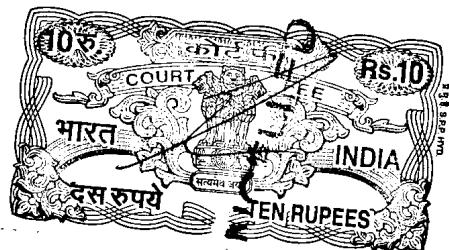
३० फ़रवरी २५७/ २०१०

गोविंद ने छावनी

मुक्त अपेक्षा

काम निवास ०१-१२०१





केवल नकल की फीस के लिए

आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख Date of with application is made for copy accompanied by the requisite stamps.	नोटिस बोर्ड पर नकल तैयार होने की सूचना की तारीख Date of posting notice on notice board	नकल वापिस दिये जाने की तारीख Date of delivery of copy	नकल वापिस देने वाले अधिकारी का हस्ताक्षर Signature of official delivering copy
08/12/2019		14/12/2019	14/12/2019

21/08/2019

न्यायालय अपर सिविल जज (सी0डिओ), न्यायालय संख्या-2,
वाराणसी।

मुकदमा नम्बर-259 सन् 2010
गोविन्द जी अग्रवाल प्रति अरविन्द अग्रवाल

01.12.2017

पत्रावली आदेशार्थ पेश हुयी।

वादीगण एवं प्रतिवादीगण को प्रार्थना पत्र 79क2 तथा आपत्ति 81ग2 पर सुना जा चुका है। वादी द्वारा प्रार्थना पत्र 79क2 अन्तर्गत आदेश 6 नियम 7 सिविल प्रक्रिया संहिता प्रस्तुत करते हुए यह कथन किया गया कि वादी ने प्रार्थना पत्र 65क2 के माध्यम से प्रतिवादी संख्या 4 व 5 को औपचारिक पक्षकार बनाया है तथा उसके विरुद्ध कोई अनुतोष नहीं मांगा है। ~~इसके~~ प्रतिवादी संख्या 4 व 5 अब प्रतिवादी संख्या 1 ता 3 की साजिश में आ गये हैं और वादीगण का विरोध कर रहे हैं जिसके कारण संशोधन की अनुमति प्रदान की जाय। इस संशोधन के माध्यम से वादी इस तथ्य का सामिल करना चाहता है कि यदि पहले मौखिक पारिवारिक समझौते को ~~याद~~ सही माना जाता है^{1.50} तो पाश्चत्वर्ती दूसरे मौखिक पारिवारिक समझौते को भी सही माना जाय। यदि वर्तमान पारिवारिक समझौते को सही नहीं माना जाता है तो दूसरा पारिवारिक समझौते को भी सही नहीं माना जाय।

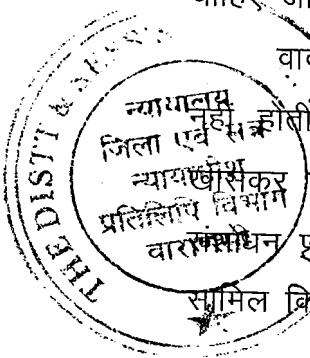
प्रतिवादीगण की ओर से आपत्ति 81ग2 दाखिल करते हुए यह कथन किया गया कि वादीगण विरोधाभाषी कथन संशोधन के माध्यम से कर रहे हैं। जिसको संशोधन के माध्यम से सामिल नहीं किया जा सकता। वादी की ओर से दुर्भावनावंश यह प्रार्थना पत्र प्रस्तुत किया गया है। अतः खारिज किया जाय।

वादी की ओर से अपने कथन के समर्थन में माननीय उच्चतम न्यायालय की विधि व्यवस्था Gautam Sarup vs Leela Jetly and others 2008(2)ARC 944 (Supreme Court), Revajeetu Builders & Developers vs Narayanaswamy & Sons & Others 2009(3) ARC 502 (Supreme Court), Pankaja & Anr. vs Yellappa (D) by Lrs. & Ors. 2004(2) JCLR 543 (SC), Baldev Singh & Ors. etc. vs Manohar Singh & Anr. etc. 2006(3) JCLR 160 (SC), Andhra 1.50"Bank vs ABN Amro Bank N.V. & Ors. 2007(3)JCLR 30(SC) प्रस्तुत की गयी है।

वादीगण की ओर से हस्तगत वाद प्रतिवादीगण के विरुद्ध उद्घोषणा के बावत प्रस्तुत करते हुए यह अभिवचन किया गया है कि यह घोषित किया जाय कि पारिवारिक समझौता दिनांकित

31.03.1997 एवं 26.12.1997 पक्षकारों पर बाध्यकारी है और इसके आधार पर वह अपना नाम नगर पालिका में दर्ज करा ले। इस प्रकार वादीगण के अभिवचनों से यह स्पष्ट होता है कि उपरोक्त दोनों तिथियों के मौखिक पारिवारिक समझौते पर विश्वास करते हुए यह वाद दाखिल किया गया है। अब संशोधन के माध्यम से वादी यह सामिल करना चाहता है कि यदि प्रथम पारिवारिक समझौते को सही माना जाता है तो पाश्चात्वर्ती दूसरे पारिवारिक समझौते को भी सही माना जाय। यदि वर्तमान पारिवारिक समझौते को सही नहीं माना जाता है तो दूसरे पारिवारिक समझौते को भी सही नहीं माना जाएगा। वादी का यह अभिवचन सर्वप्रथम पूर्व में किये गये अभिवचनों को वापस लेने के समान है। संशोधन के माध्यम से जो अभिवचन वादी सामिल करना चाहता है वह स्पष्टीकारक नहीं है। वादी किन तथ्यों पर स्वयं को आधारित कर रहा है वह अस्पष्ट हो जाते हैं। वादी स्वयं ही काल्पनिक तथ्यों के आधार पर अनुतोष की मांग कर रहा है। वह साक्ष्य के माध्यम से किस तथ्य को साबित करेगा उन पर निश्चित नहीं है। यह संशोधन विशिष्ट प्रकार के नहीं है। इनसे वाद के निस्तारण पर किसी भी प्रकार से सुविधा नहीं मिलेगी बल्कि वाद के निस्तारण में जटिलता उत्पन्न करेगी। वादी की ओर से प्रस्तुत माननीय उच्चतम न्यायालय की विधि व्यवस्था Gautam Sarup vs Leela Jetly and others 2008(2)ARC 944 में यह अवधारित किया गया है कि संशोधन प्रार्थना पत्र को लचीला रुख अपनाते हुए स्वीकार किया जाना चाहिए। वादी की ओर से दाखिल माननीय उच्चतम न्यायालय की विधि व्यवस्था Pankaja & Anr. vs Yellappa (D) by Lrs. & Ors. 2004(2) JCLR 543 (SC) में यह अवधारित किया है कि संशोधन का उद्देश्य मुकदमें को कम करना है। Baldev Singh & Ors. etc. vs Manohar Singh & Anr. etc. 2006(3) JCLR 160 (SC), में न्यायालय ने यह अवधारित किया है कि विलम्ब के आधार पर प्रार्थना पत्र खारिज नहीं जाना चाहिए। यही तथ्य Andhra Bank vs ABN Amro Bank N.V. & Ors. 2007(3)JCLR 30(SC) में माननीय उच्चतम न्यायालय द्वारा अवधारित किया गया है। वादी की ओर से दाखिल माननीय उच्च न्यायालय इलाहाबाद की विधि व्यवस्था में यह अवधारित किया गया है कि ऐसे संशोधन को स्वीकार किया जाना चाहिए जो स्पष्ट कारक हो तथा वाद के निस्तारण में सहायक हो।

वादी की ओर से प्रस्तुत उपरोक्त विधि व्यवस्थाएँ हस्तगत मामले में लागू नहीं होती हैं। क्योंकि वादी के द्वारा चाहे गये संशोधन से पक्षकारों के मध्य विवादिक विद्वानों के निस्तारण में कोई भी सहायता प्राप्त नहीं होगी। संशोधन के सामिल किये जाने से वाद पत्र में किये गये अभिवचनों में भ्रम उत्पन्न होगा। वादी



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(3)

किस विशिष्ट अनुतोष को प्राप्त करना चाहता है यह साबित नहीं हो पायेगा और न ही उसके समर्थन में वादी विशिष्ट साक्ष्य प्रस्तुत कर पायेगा। क्योंकि वादी एक तरफ कथित मौखिक पारिवारिक समझौते को साबित करने का प्रयास करेगा और दूसरी तरफ उन्ही मौखिक पारिवारिक समझौते को गलत साबित करने का प्रयास करेगा। अतः वादी के द्वारा प्रस्तुत प्रार्थना पत्र बावत संशोधन स्वीकार किये जाने योग्य नहीं है।

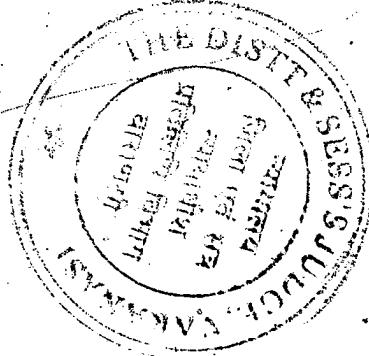
आदेश

वादी की ओर से प्रस्तुत प्रार्थना पत्र 79क2 खारिज किया जाता है। प्रतिवादीगण की आपत्ति तदनुसार निस्तारित की जाती है। पत्रावली वास्ते साक्ष्य वादी दिनांक 06.01.2018 को पेश हो।


01.12.2017

अपर सिविल जज (सी0डिओ)
न्यायालय संख्या-2,
वाराणसी।

C. Shukla
5/12/17



सत्य प्रतिलिपि

प्रधान प्रतिलिपि (4/12/17)
मानी न्यायालय

cheelaalay fsl
CIA 400

B

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અધ્યાત્મ મિન્ડબુક ક્રાંતિકાના મિશન ઓફિસ

૩૦ - ૨૫૭/ ૨૦૧૦

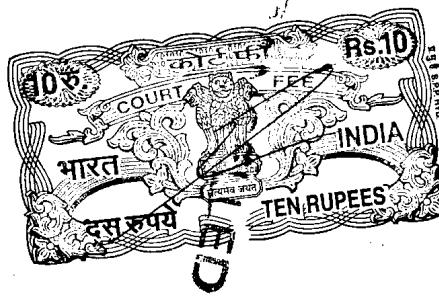
કો. વિદ્યા - અસ્થિર

૫

કો. વિદ્યા - અસ્થિર

સાચા - સાચા





केवल नकल की फीस के लिए

आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख Date of with application is made for copy accompanied by the requisite stamps.	नोटिस बोर्ड पर नकल तैयार होने की सूचना की तारीख Date of posting notice on notice board	नकल वापिस दिये जाने की तारीख Date of delivery of copy	नकल वापिस देने वाले अधिकारी का हस्ताक्षर Signature of official delivering copy
21/08/2017	19-9-2017	19-9-2017	

उच्च न्यायालय प्रपत्र संख्या 49 भाग संख्या IV

8 Nov

प्रकीर्ण वाद में आदेश

न्यायालय अपर उचित उत्तर (स्थिति ३८) स्थान न्यायालय (४०-२)

व्यवहार वाद संख्या २५९

सन् २०१० ई०

प्रकीर्ण संख्या

सन् २० ई०

आवेदक

१. Govind Ji Agrawal aged about 62 years & late Hira Lal Saraf.

२. Anup Agrawal aged about 40 years s/o Sri Govind Ji Agrawal.

Both resident of House No. Ch. 43/23 Mohalla Raja Darwaja,
Varanasi City

- Vs -

१. Arvind Agrawal aged about 60 years s/o Late Hira Lal Saraf, resident of
House No. Ch. 43/23 Mohalla Raja Darwaja, Varanasi City.

२. Smt. Mridula Rani aged about 52 years w/o S/o Arvind Agrawal R/o House No.
Ch 43/23, Mohalla Raja Darwaja, Varanasi City.

३. Abhijit Agrawal aged about 32 years s/o Sri Arvind Agrawal R/o H.No. 43/23
Mohalla Raja Darwaja, Varanasi City.

४. Smt. Prem Kumar Devi adult w/o late Balram Das Agrawal

५. Akshay Kumar Agrawal adult s/o Late Balram Das Agrawal
Both resident of Ch. 43/22-17/18 Raja Darwaja, Varanasi

प्रतिपक्षकार

नाम—
न्यायालय का नाम—
वाद संख्या—
पक्षकारों का नाम—

टिप्पणी—जो पते के उपर दिये गये हैं वह पक्षकारों में

को छोड़कर, जो उपस्थित नहीं हुए, तामील के प्रयोजन से दाखिल किए हैं।

रेस्पिट डिनॉक्ट: १९.०३.२०१०

वाद का अमांड़: रु०,००,०००/-

के लिए आवेदन—पत्र

के लिए वादा

आवेदक के लिए श्री बिप्पकांत राजेश (एडवोकेट) अधिवक्ता और प्रतिपक्षकार

के लिए श्री अश्वाल एवं श्री अग्रवाल उमाधाम चिंह (एडवोकेट) अधिवक्ता की उपस्थिति में इस वाद

के दिनांक

मास डिसेंबर सन् २०१० को

अपर उचित उत्तर (स्थिति ३८), न्यायालय (४०-२) न्यायालय के पीठासीन पदाधिकारी के समक्ष निर्णय के लिए पेश होने पर एतद्वारा आर्दिष्ट किया जाता है कि

और यह आर्दिष्ट किया जाता है कि

की

रुपया इस आवेदन—पत्र के खर्च की

बाबत, जो उस पर प्रचारित किया गया है, दें। डाकेटा

बाबत की ओर से श्री तुतु शर्मा—पत्र नं २१२ खालील उपर भाता है।
प्रतिवादी गण की आपति इतु सार डिनारिता की जाती है। प्रत्यक्षली वाते सात्प्र
वादी डिनॉक्ट ०६.०१.१८ को पेशा हो।

डिनॉक्ट: ११.१२.२०१७

पदाधिकारी ज्ञाहस्त्रकार

अपर उचित उत्तर (स्थिति ३८)

न्यायालय (४०-२)

पाठ्यक्रम।

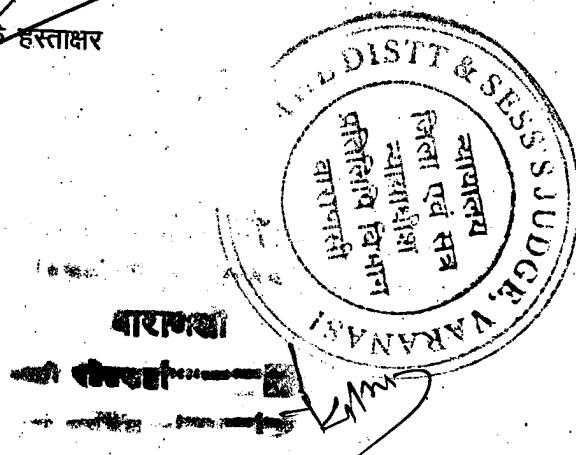
23

खर्च का ज्ञापन

आवेदक

प्रतिपक्षकार

मुन्सार्स्म के हस्ताक्षर



प्रदाधिकारी के हस्ताक्षर

प्रतिपक्षकार के अभिवक्ता

checked by
M.A. 9/07
2014

सत्य प्रतिलिपि
प्रधान प्रतिलिपि 14-12-1
दीवानी न्यायालय, वाराणसी

पी०एस०य०पी०(वा०) 5 एच०सी०जे०-25.07.13-(कम्पू०/आफसेट)-2,00,000 फार्म।

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

ON BEHALF OF

Govind Ji Agarwal

And another. ----- Applicants/Revisionists.

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

1. Govind Ji Agarwal aged about 62 years

S/o Late Hira Lal Saraf

2. Anup Agarwal, aged about 40 years

S/o Sri Govind Ji Agarwal

Both resident of H.No.CK-43/23,

Mohalla Rajadarwaja, Varanasi City.

----- Plaintiffs/Revisionists.

Versus

1. Arvind Agarwal aged about 60 years

S/o Late Hira Lal Saraf,

Resident of H.No.CK-43/23,

Mohalla Rajadarwaja, Varanasi City.

2. Smt. Mridula Rani, aged about 52 years

W/o Shri Arvind Agarwal,

R/o House No.CK-43/23,

Mohalla Rajadarwaja, Varanasi City.

3. Abhijit Agarwal, aged about 32 years

S/o Shri Arvind Agarwal,

Resident of H.No.CK-43/23, Mohalla Rajadarwaja

Varanasi City.

4. Smt. Prem Kumari Devi, adult wife of Late Balram Das Agarwal.
5. Abhay Kumar Agarwal adult of Late Balram Das Agarwal, resident of H.No.CK-43/23, Mohalla Rajadarwaja, Varanasi City.

----- Defendants/Opposite Parties.

To,

The Hon'ble Chief Justice and his other companion Judges of the aforesaid Hon'ble Court.

The humble Application of the above named Applicants, most respectfully showeth as under:-

1. That the full facts and circumstances of the case have been disclosed in the accompanying affidavit which forms part of this application.

P R A Y E R

It is, therefore, most respectfully prayed that this Hon'ble Court may very kindly be pleased to stay the further proceedings of Suit No.259/2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others), pending in the court of II Additional Civil Judge (Senior Division), Varanasi, during the pendency of abovementioned revision before this Hon'ble Court, as or otherwise the revisionists would suffer irreparable loss and injury.

Dated: 1/01/2018 (**ASHISH KUMAR SRIVASTAV**)

Advocate

Advocate Roll No.A/A-1296/2012
Enrollment No.UP-12934/2000
Chamber No.76, High Court,
Allahabad
Counsel for the Revisionists

HIGH COURT OF JUDICATURE AT ALLAHABAD

VERIFICATION PHOTO	Advocate Roll : A/A1296/12
Name :	ANUP AGRAWAL
Father's/Husband	GOVIND AGRAWAL
Name:	
Address :	D 63/63A -4AADARSH NAGAR CHHITUPUR VARANASI UP
Adhar Card:	9593 4526 9030
Date/Time :	23-01-2018 3:08 PM
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26

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

A F F I D A V I T

IN

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

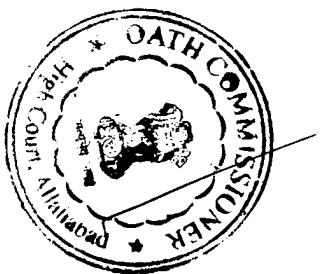
Affidavit of Anup Agarwal, aged about 48 years, son of Shri Govind Ji Agarwal, resident of H.No.CK0-43/23, Mohalla Rajadarwaja, Varanasi City, Religion Hindu and Occupation: Business.

(Deponent)

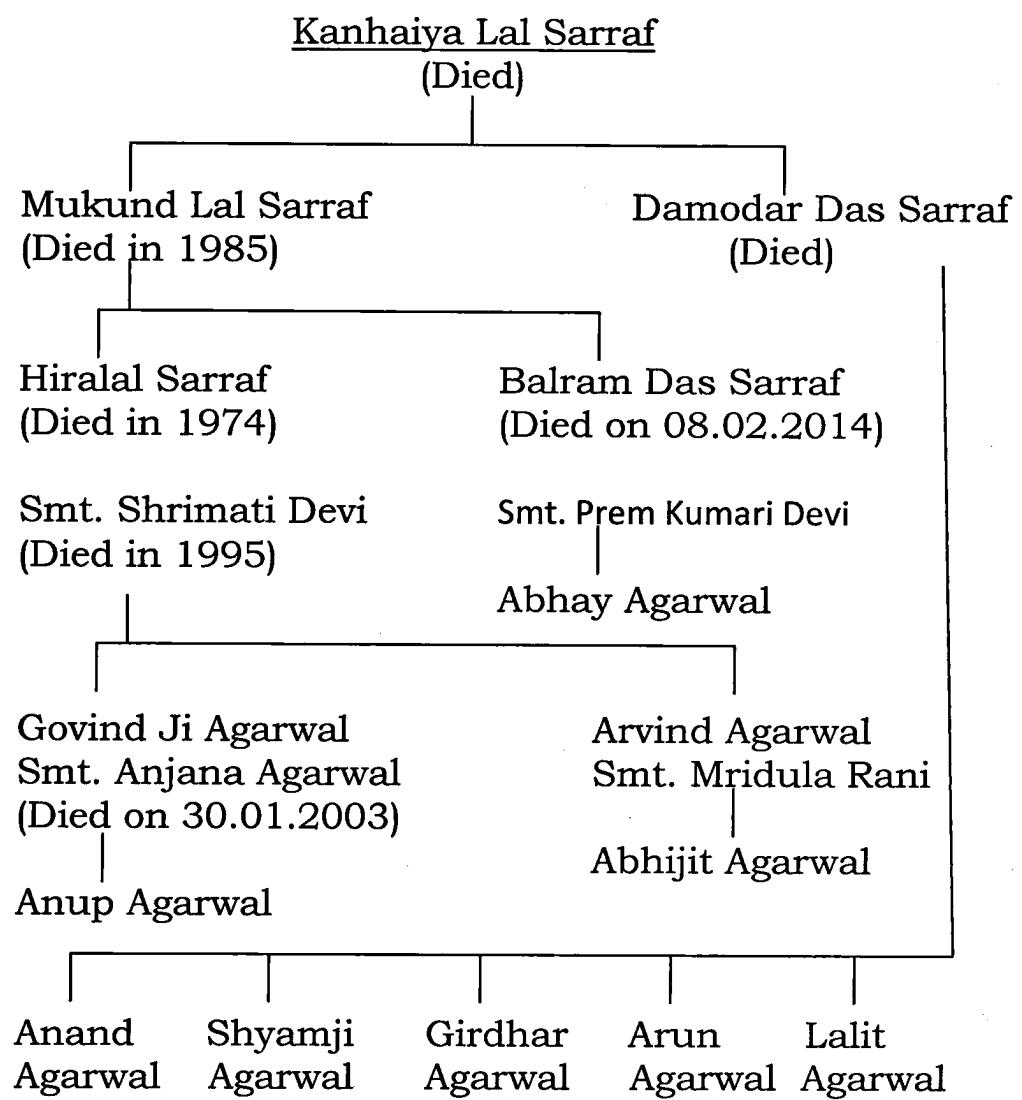


I, the deponent above named do hereby solemnly affirm and state on oath as under:-

1. That the deponent above named is revisionist no.2 in the aforementioned Civil Revision and is doing pairavon behalf of revisionist no.1 in this case and as such, he is well acquainted with the facts and circumstances of the case deposed to herein below.
2. That this is the first Civil Revision filed by the revisionist before this Hon'ble Court against the judgment and order dated 01.12.2017 passed by Additional Civil Judge (S.D.), Court No.2, Varanasi in O.S. No.259/2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others). No caveat application has been received by the revisionists.
3. That for better appreciation of the controversy involved the plaintiffs/revisionists herein quote the family Pedigree which is as under:-



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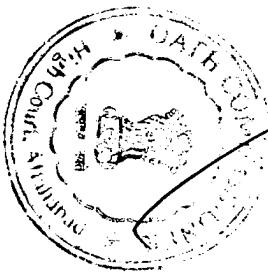


4. That in the family of the plaintiffs, there were several moveable and immovable properties. The dispute and differences arose amongst the beneficiaries of the estate of Late Mukund Lal Sarraf with Shri Balram Das Sarraf and his family members on one side and Shri Govind Ji Agarwal and Shri Arvind Agarwal both sons of Late Hira Lal Sarraf on the other side. In order to resolve the aforesaid dispute and differences, one oral settlement took place on 31.03.1997, for which a memorandum was also executed on 26.12.1997



resolving all the disputes amongst themselves and partitioning all the assets and business amicably. The said partition was given effect by the parties in their full and final settlement as per terms & conditions settled between the parties in the aforesaid oral settlement (this settlement has hereinafter been mentioned as first oral family settlement). A copy of the first oral family settlement subsequently reduced into writing on 26.12.1997 is being filed herewith and marked as **Annexure No. 1** to this affidavit.

5. That the dispute and difference arose between the plaintiff nos.1 & 2 and Smt. Anjana Agarwal w/o Shri Govind Ji Agarwal on one side and the defendant nos.1 & 2 on the other side in respect of the properties mentioned in Schedule 'A' of the Plaintiff of O.S. No.259/2010, hence another oral family settlement took place between them amicably on 31.03.1997 which was also subsequently reduced in writing on 26.12.1997 and as such the same become final (the said settlement has hereinafter been mentioned as 'second oral family settlement'). A copy of the memorandum of second oral family settlement dated 26.12.1997 is being filed herewith and marked as **Annexure No. 2** to this affidavit.



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36

6. That Smt. Anjana w/o Shri Govind Ji Agarwal expired on 30.01.2003 leaving behind her heirs and legal representatives as the plaintiffs/revisionists nos.1 and 2.
7. That the defendant/opposite party no.3 became dishonest and started harassing the plaintiffs avoiding to honour the second oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997, hence plaintiffs/revisionists filed a suit for declaration against defendant nos.1, 2 & 3 seeking declaration that the properties detailed and described in Schedule 'A' at the foot of the plaint be declared to have been settled amicably and partitioned through the said oral family settlement. A copy of the Plaintiff of O.S. No.259/2010 (Govind Ji Agrawal & another Vs. Arvind Agarwal & others) is being filed herewith and marked as **Annexure No. 3** to this affidavit.

8. That the defendant nos.1 & 3 filed their written statement jointly, denying the first oral family settlement dated 31.03.1997 and the execution of the

memorandum pertaining to that on 27.12.1997. A

copy of the written statement filed by defendant no.1



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& 3 is being filed herewith and marked as **Annexure**

No. 4 to this affidavit.

9. That the defendant no.2 also filed her separate written statement, denying the first oral family settlement dated 31.03.1997 and the execution of the memorandum pertaining to that on 27.12.1997. A copy of the written statement filed by defendant no.2 is being filed herewith and marked as **Annexure No.5** to this affidavit.
10. That the plaintiffs/revisionists had earlier moved an application for amendment which was numbered as 65A by which the defendants/opposite parties no.4 & 5 have been arrayed as formal party to the suit.
11. That against the said application 65A, defendants/opposite parties preferred their objections 67C and 69C however in the said objections, defendant nos.1, 2 & 3 did not raise any objection as to the correctness or incorrectness of the address of the formal defendant nos.4 & 5.
12. That the learned court below allowed the said amendment application 65A by order dated 22.05.2015 and accordingly desired amendments were incorporated in the Plaintiff and subsequently in



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compliance of the order of the learned court below summons were issued to the newly added defendant nos.4 & 5 at their address given in the plaint.

- 13.** That since summons after issuance were not received back, the counsel for the defendants/ opposite parties disclosed that the newly added defendants do no longer reside at the address given in the plaint rather they reside at their another H.No.C-27/273, Das Nagar, Maldahiya, Varanasi.
- 14.** That all the three defendant nos.1, 2 & 3 have filed their written statement separately specifically denying about the knowledge of the first oral family settlement dated 31.03.1997 followed by memorandum dated 26.12.1997 executed in pursuance thereof although signed and executed by the defendant no.1 as self and power of attorney holder of his wife, defendant no.2, since defendant no.3 was minor at the time of settlement, he was not a party to the settlement.
- 15.** That all the defendants are in collusion with one and other and even the defendant nos.4 & 5 are fully aware about the pendency of the suit and it's proceedings, yet they are evading their appearance in the suit.



16. That the defendant nos.4 & 5 after having learnt about the suit, contacted the plaintiffs/revisionists and made their intentions clear that since their interest is not in dispute, they are least concerned with the participation in the suit.
17. That in view of the malafides of the defendant nos.4 & 5 in collusion with defendant nos.1, 2 & 3, plaintiffs/revisionists by means of amendment application 79Ka2 made a prayer in alternative that the first oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 and the second oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 either be declared both ineffective, inoperative and waste papers or both are lawful, valid and effective documents as the second oral family settlement owes it's origin to the first oral family settlement. A copy of the amendment application filed by the plaintiffs/revisionists under Order 6 Rule 17 C.P.C. in the aforesaid suit marked as Paper No.79Ka2 is being filed herewith and marked as **Annexure No. 6** to this affidavit.



- 18.** That the defendants/opposite parties filed their objections against the amendment application marked as Paper No.81C, a copy of which is being filed herewith and marked as Annexure No. 7 to this affidavit.
- 19.** That the purpose of the amendment application filed by plaintiffs/revisionists before the commencement of trial in the suit is to save the multiplicity of the proceedings between the parties. It is submitted that in the aforesaid suit, the issues have only been framed but neither of the parties has led evidence till the date of passing of the order impugned, hence the stage of seeking amendment is still at a very preliminary stage, hence the amendment sought also should not have been rejected by the court below.
- 20.** That learned court below failed to understand the purpose of the amendment which was sought by the plaintiffs/revisionists.
- 21.** That the learned court below while rejecting the amendment application by impugned order has ignored that most of the amendments were formal in nature as they were with regard to the correct address of the added defendants etc.



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- 22.** That the learned court below has wrongly and illegally held that the amendments sought by the plaintiffs/revisionists are not clear or specific and if the amendments sought in the application would be allowed then it would only create confusion at the time of adjudication of the dispute.
- 23.** That the learned court below has exceeded in its jurisdiction by rejecting the amendment application on the ground that it would be difficult for the plaintiffs/revisionists to adduce evidence pertaining to the amendment they are seeking through the amendment application.
- 24.** That the learned court below committed manifest error by rejecting the amendment application 79Ka2 on the ground that plaintiffs would fail to prove in the suit as to which relief he is seeking in the suit in question.
- 25.** That the learned court below ought to have allow the amendment application 79Ka2 so that all the disputes between the parties could be resolved in one suit itself.

That in view of the facts and circumstances of the case, it is expedient in the interest of justice that this



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Hon'ble Court may very kindly be pleased to stay the further proceedings of Suit No.259/2010 (Govind Ji Agarwal & another Vs. Arvind Agarwal & others), pending in the court of II Additional Civil Judge (S.D.), Varanasi, during the pendency of aforesaid Revision before this Hon'ble Court, as or otherwise the revisionists would suffer irreparable loss and injury.

I, the deponent above named do hereby verify and swear that the contents of paragraph nos. 1, 2, 3, 6, 7, 26

of this affidavit are true to my personal knowledge; those the contents of paragraph nos. 4, 5, 8, 9, 10, 11, 12, 13, 14,

15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,

of this affidavit are based on perusal of records; and the contents of paragraph nos.

of this affidavit are based on information received; and those contents of paragraph nos.

..... of this affidavit are based on legal advice; which all I believe to be true that no part of it is false and nothing material has been concealed in it.

SO HELP ME GOD.


(Deponent)



L.F.A. of Deponent.



37

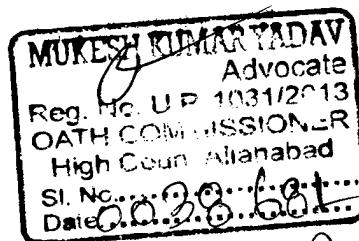
I, Ashish Kumar Srivastav, Advocate, High Court, Allahabad, do hereby declare that the aforesaid person making this affidavit and alleging himself to be deponent is known from the perusal of papers which produced by him before me in this case.


(Advocate)

Solemnly affirmed before me on this 1st day of Feb., 2018, at about 11.10 a.m./p.m. by the deponent who has been identified by the aforesaid Advocate.

I have satisfied myself by examining the deponent that she has been understood the contents of this Affidavit and it's Annexures which have been read over and explained to her by me.

OATH COMMISSIONER.



21/18




भारत सरकार
GOVERNMENT OF INDIA

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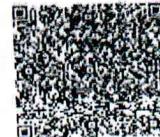


अनूप अग्रवाल

Anup Agrawal

जन्म तिथि/ DOB: 15/04/1969

पुरुष / MALE



9593 4526 9030



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

संबोधित: गोविन्द जी
अग्रवाल, डी 63 / 63 ए - 4,
आदर्श नगर, छित्पुर,
वाराणसी,
उत्तर प्रदेश - 221010

Address:

S/O: Govind Jee Agrawal, D 63 / 63 A
- 4, Aadarsh nagar, Chhilupur,
Varanasi,
Uttar Pradesh - 221010

9593 4526 9030



39

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (1)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

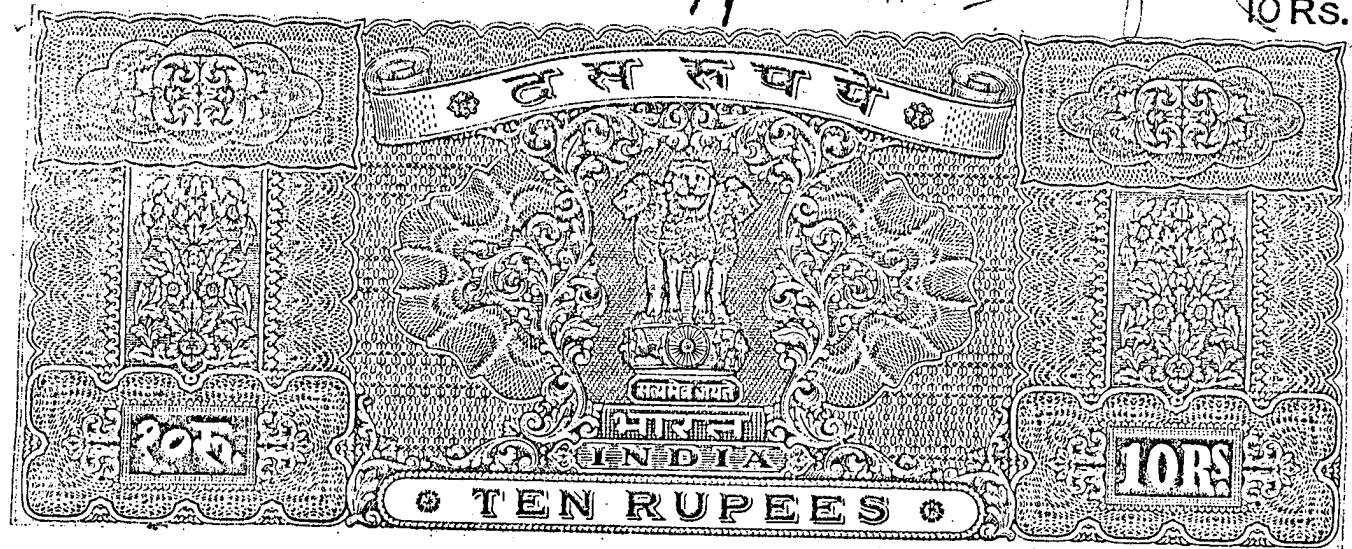
Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

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[Signature]



MEMORANDUM OF SETTLEMENT AND ORAL PARTITION

This Deed of Family Settlement is made at Varanasi on this the 26th day of December, 1997 **BETWEEN** 1) Shri Balram Das Agrawal son of late Shri Mukund Lal Saraf and grand son of Shri Kanhaiya Lal Saraf, 2) Shri Abhay Kumar Agrawal son of Shri Balram Das Agrawal and 3) Smt. Prem Kumari Devi, W/o. Shri Balram Das Agrawal, all residents of CK 43/22 - 17/18, Raja Darwaja, Varanasi, U. P., hereinafter collectively referred to as the **FIRST PARTY** AND 4) Shri Govind Agrawal son of late Shri Hira Lal Saraf and grand son of Shri Mukund Lal Saraf and great grandson of Shri Kanhaiya Lal Saraf, 5) Shri Anup Agrawal son of Shri Govind Agrawal 6) Smt. Anjana Agrawal wife of Shri Govind Agrawal all residents of CK 43/23, Raja Darweja, Varanasi, U. P. hereinafter collectively referred to as the **SECOND PARTY** AND 7) Arvind Agrawal son of late Shri Hira Lal Saraf, grand son of Shri Mukund Lal Saraf and great grandson of Shri Kanhaiya Lal Saraf, and Smt. Mridula Rani wife of Shri Arvind Agrawal all residents of CK 43/23, Raja Darwaja, Varanasi, in the state of U. P. and hereinafter collectively referred to as the **THIRD PARTY**.

The parties to this settlement mean and include their and each of their legal heirs, successors, assignees and each and every family members of the first party, second party and the third party, respectively.

Balram Das

Gand ji Arvind

Abhay Kumar Agrawal

ATTESTED

A.K.M.
ANAND KUMAR MAURYA
R.N 29(35)709
Notary (Govt. U.P.)
Sadar-Varanasi

H. Agarwal

A.H.



WHEREAS the parties to this settlement are the descendants of late Shri Mukund Lal Saraf who in turn was the successor to the Estate of Shri Kanhaiya Lal Saraf and had been owning several properties jointly and severally and also carrying on business either in partnership or as HUF and even holding various movable and immovable properties in those capacities. 41

AND WHEREAS Shri Mukund Lal Saraf had two sons 1) Shri Hira Lal Saraf who predeceased Shri Mukund Lal Saraf and 2) Shri Balram Das Agrawal. Shri-Hira Lal Saraf died in the year 1974 leaving behind the following legal heirs 1) Govind Agrawal - son, 2) Shri Arvind Kumar Agrawal - son, 3) Mrs. Shrimani Devi - wife.

AND WHEREAS Shri Mukund Lal Saraf died in the year 1985 leaving behind

3) Shri Govind Agrawal - grandson, 4) Shri Anup Agrawal - great grandson and 5) Shri Arvind Agrawal, grandson who succeed to the joint family business and joint family assets and various properties of late Shri Mukund Lal Saraf.

AND WHEREAS as the family started increasing, difference arose amongst the various members of the family as relations and co-owners into the various joint family business and properties which was taking a serious turn and so affecting the peace of the family pursuant to that the parties agreed to settle all the disputes amongst themselves and distribute the various family business and the inherited family assets amongst themselves.

AND WHEREAS the parties on their various meetings earlier have effected the settlement partly in the year 1995 and finally on 31.3.1997 by oral family settlement, all the family business and the family assets were settled amongst the various members of the family who are the parties hereto.

Balram Das Govind ji

Arvind Agrawal

Arvind Kumar Agrawal

A. Agrawal

H. J.

Page # 2
ATTESTED

ANAND KUMAR KANHAIYA
B. N. GOSWAMI
Notary (Govt. U.P.)
Sadar-Varanasi



AND WHEREAS pursuant to the said oral partition which was by mutual consent and without any coercion or any undue influence and by respecting mutual wishes, the parties assumed the ownership of the properties/assets/business settled in their favour in severance of the joint status and by acceptance of the respective ownership and are already seized and possessed of all their respective properties/assets/business and are enjoying the same as absolute owner thereof without any let/hindrance/objection from the members of the other group.

42

AND WHEREAS even though the parties are enjoying their respective properties/business/assets so allocated in their favour pursuant to the oral partition effected on 31.3.97, the parties have now desired that in order to avoid any doubt or litigation in future it is desirable to reduce into writing the oral family settlement already effected on 31.3.97 and give effect and acceptance by the parties hereto.

Now, therefore, this memorandum of oral partition and family settlement witnesseth as under:

A. That pursuant to the oral partition and family settlement the parties have settled the various joint family businesses/assets/properties as follows:

1. KANHAIYA HOTELS PRIVATE LIMITED

This is a private limited company carrying on business under the name and style of Diamond Hotel on land measuring approximately 25,480 sq. fts. and having Nagar Nigam No. B 20/44 - A - 3 at Varanasi in the State of U. P. In respect of the said business the parties have settled as under:

Brahm Deo Gargaji

Abhay Kumar Agarwal

ATTESTED

AKM
ANALYST
NOTARY PUBLIC
Sectar Varanasi

Abhay Kumar Agarwal

AA Agarwal

MJ



- a) Shri Balram Das Agrawal and his family members shall transfer their entire share holding in the said Company in favour of Shri Arvind Agrawal and his family members. Out of the said shares, the 15,000 newly issued shares held by Shri Balram Das Agrawal and his family members either in his name or in the name of his associates as per details annexed hereto and marked as Annexure - 1 will be settled in favour of Mr. Arvind Agrawal and/or his associates or nominees on the face value of Rs. 15 lacs. The remaining shares numbering 1310 held by Shri Balram Das Agrawal and his associates as mentioned in Annexure - 2 hereto will be settled by Shri Balram Das Agrawal and his associates in favour of Shri Arvind Agrawal and/or his associates or nominees at book value as on 31st March, 1997, i.e. Rs. 195/- per share.

b) The 675 shares which are 50% of the total holding of Shri Mukund Lal Saraf HUF, Shri Mukund Lal Saraf (Individual) and Smt. Brijmani Devi (and as per details given in Annexure - 3) in the said Company shall be settled by Shri Balram Das Agrawal as the Karta of the HUF in favour of Shri Arvind Agrawal and his associates or nominees at book value as on 31st March, 1997, i.e. Rs. 195/- per share.

The land measuring approximately 25,480 sq. fts. and bearing Nagar Nigam No. B 20/44 - A - 3 on which the company has constructed a building and running the same under the name

Not annexed

c) The land measuring approximately 25,480 sq. fts. and bearing Nagar Nigam No. B 20/44 - A - 3 on which the company has constructed a building and running the same under the name and style of Diamond Hotel was originally purchased by Smt. Brijmani Devi and which is on long term lease with the company. It was always the intention of the parties that the said property shall vest absolutely in favour of Shri Arvind Agrawal as per the wish and desire of Smt. Brijmani Devi and in keeping with her said wish and this settlement the said property stood

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Page # 5 Abhay Kumar Agarwal
ATTESTED

ATTESTED

A.K.M
ANAND KUMAR MAURYA
P.N. 29 (35) 09
Notary (Govt. U.P.)
Sadar-Varanasi



44

settled in favour of Shri Arvind Agrawal. In terms of this settlement all the right, title and interest in the said land of Smt. Brijmani Dovi and also the subsequent lease-hold right in favour of the company has been settled in favour of Shri Arvind Agrawal who shall have full authority and power to get the said land mutated in his name or in the name of any other person or persons at his absolute discretion and no other parties shall have any claim in the said land in any manner whatsoever.

- d) i) Shri Govind Agrawal and /or his associates have been allotted 1562, 18% cumulative preference shares in lieu of their holding 1562 equity shares which have been sold/transferred in favour of Shri Arvind Agrawal and/or his associates/nominees without having any claim in future issues of share capital. *Preference shares shall be sold/transferred/assigned only in favour of Arvind Agrawal.*
- ii) Shri Govind Agrawal shall be the Director for his life time on the Board of the Company shall endorse all decisions and resolutions proposed by Shri Arvind Agrawal in the affairs and the management of the Company.
- iii) Govind Cold Storage, a Partnership Firm, shall be paid a sum of Rs. 1,00,000 (Rupees One lakh) per annum by the Company as commission/consultation fee for providing various services for which a long term agreement would entered into between the Company and the said Partnership Firm. It will be the responsibility of Shri Arvind Agrawal to assure the aforementioned payments by the said Company to Govind Cold Storage through a suitable mechanism.

Brahmdeo

Gandji

Arvind Agrawal

Abhay Kumar Agrawal

A Agrawal

ATTESTED

Page # 5

AKM
ANAND KUMAR MAURYA
E.M. 2013/109
Notary (Govt. U.P.)
Sadar-Varanasi



iv) It has been agreed between the Parties that Shri Govind Agrawal shall not be entitled to any complementary and/or concessional treatment/facility in the Hotel.

45

2. KANHAIYA LAL SARAF - HUF

M Agrawal 13 advances
Balram Das
Govind Das
Arvind Das

(i) The said HUF, involved in various businesses as partner, in which the members of Mukund Lal Saraf (HUF) have 50 per cent shares while the remaining 50 per cent is being held and possessed by the members of family of Shri Damodar Das, the second son of Shri Kanhaiya Lal Saraf. As the said HUF cannot be partitioned wholly unless the consent of members of the family of Shri Damodar Das is obtained, pending in such partition the parties have agreed that the 25 per cent interest of Shri Govind Agrawal and Shri Arvind Agrawal jointly in the said HUF shall stand settled in favour of Shri Balram Das Agrawal and his associates and Shri Balram Das Agrawal shall be fully entitled to hence forth derive 50 per cent benefit i.e. 25 per cent already held and possessed by him and the 25 per cent settled in his favour. That hereafter neither Shri Govind Agrawal nor Shri Arvind Agrawal nor any of their family members will have any claim or share in the said HUF. That till the partition of Kanhaiya Lal Saraf (HUF) is not effected possible Shri Govind Agrawal and Shri Arvind Agrawal do hereby confirm and declare that the oral partition duly recorded herein will make Shri Balram Das Agrawal to become 50 per cent owner of the said HUF and Shri Govind Agrawal and Shri Arvind Agrawal will sign and execute all necessary documents and papers as may be required hereinafter to give effect to the settlement.

In the event of any future settlement/partition of Kanhaiya Lal Saraf HUF with the members of Damodar Das Group, Shri

Balram Das Govind Das Arvind Das

ATTESTED

ANAND KUMAR MAURYA
B. N. 29/88/DP
Notary (Govt. U.P.)
Sadar-Varanasi

Govind Das
Arvind Das
Anand Kumar Agrawal

A. K. Agrawal

M. A. L.



46

Balram Das Agrawal shall have fully authority and power to arrive at any such settlement to the exclusion of Shri Govind Agrawal and Shri Arvind Agrawal and will be entitled to receive 50% shares in the business and assets of the said HUF and Shri Govind Agrawal and Shri Arvind Agrawal have executed Power of Attorney in favour of Shri Balram Das Agrawal and/or his nominees to enable the attorney to do all acts, deeds and things on their behalf which Power of Attorney shall not be revoked or cancelled as the settlement to the extent of Share Shri Govind Agrawal and Shri Arvind Agrawal stands fully settled in favour of Shri Balram Das Agrawal and his associates absolutely.

- (ii) The Balance Sheet of Kanhaiya Lal Saraf (HUF) has been settled notionally and the equivalent amount of the corpus is being credited in favour of Shri Govind Agrawal and Shri Arvind Agrawal by making appropriate entries in the accounts. However, in case the payments in lieu thereof are not paid by Shri Balram Das Agrawal, the deposits/investments of Shri Govind Agrawal and Shri Arvind Agrawal shall be entitled to interest @ 16% p.a. which shall be payable by Shri Balram Das Agrawal up to the time of final partition of the HUF.
- (iii) Whenever the partition of Kanhaiyalal Saraf HUF will take place, the 250 Equity Shares of Kanhaiya Hotels Pvt. Ltd. coming to Shri Balram Das Agrawal shall be sold/ settled in favour of Shri Arvind Agrawal and/or his noninee at the then prevailing book value.

3. MUKUND LAL SARAF - HUF

The said HUF consisting of Shri Balram Das Agrawal, holding 50 per cent, Shri Govind Agrawal holding 25 per cent share and Shri Arvind Agrawal holding 25 per cent shares is seized and possessed of the following properties.

- (i) 12.9 acres of agricultural land bearing no. 645, Village Bheti, Ramnagar, Varanasi, U. P., stands settled in favour of Shri

*Balram Das Saraf
Govind Das Saraf*
ATTESTED

Akhay Kumar Agrawal

ANAGRAWAL

*P. K. M.
B. M. 29/35/09
Notary (Govt. U.P.)
Sadar-Varanasi*

M. A. J.



47

Balram Das Agrawal and as such Shri Govind Agrawal and Shri Arvind Agrawal shall disclaim all their right, title and interest in respect of the said land in favour of Shri Balram Das Agrawal who shall have full authority and power to get the said land mutated/substituted either in his name or in the names of members of his family without any further recourse to Shri Govind Agrawal and Shri Arvind Agrawal who shall also execute a Power of Attorney in favour of Shri Balram Das Agrawal for the said purpose.

- (ii) Residential property at CK - 43/22 - 17/18, Raja Darwaja, Varanasi, U.P., being the residential property with market complex in the ground floor. This property stands settled absolutely in favour of Shri Balram Das Agrawal who shall have full authority and power to get the same mutated/substituted in his name with power to sell/transfer, assign the same as absolute owner thereof. However, it has been agreed between the parties that a portion of the said property as demarcated in the plan annexed hereto and marked as Annexure - 4, is being used for the residence of Shri Govind Agrawal and Shri Arvind Agrawal and their family members. The parties agree that Shri Govind Agrawal and Shri Arvind Agrawal and their respective family members will continue to use the said portion for their residential use without having any right to assign, transfer or let out or part with possession of the said portion, however, Shri Arvind Agrawal ~~and Shri Govind Agrawal~~ shall within one year from the date hereof handover the residential portion presently under ~~his~~ occupation and thereafter the actual owners will get the physical possession on the basis of their legal ownership.

- (iii) The balance sheet of the above HUF have also been divided amongst all the coparceners and all the monies lying in various

Balram Das *Govind* *Arvind Agrawal*
Anil Kumar Agrawal
Page # 8

ATTESTED

A.K.M.
ANAND KUMAR MAURYA
R.N. 29789/19
Notary (G.O.M.)
Sadar-Varanasi

Arvind

AKM



48

banks firms and other HUF have been settled amongst the parties hereto. Pursuant thereto, Shri Balram Das Agrawal shall get 50 per cent share and Shri Govind Agrawal shall get 25 per cent and Shri Arvind Agrawal shall get 25 per cent. Shri Balram Das Agrawal shall file the necessary income tax returns of the HUF, if so required under law. However, all the beneficiary shall be required to file their requisite returns with respect to their entitlement.

- i) That in the event any document and/or documents are required to be executed between the parties giving effect to the partition of the HUF, and giving effect to the dissolution of the HUF in favour of the beneficiary under this settlement, the parties agree and undertake to execute all such documents and instruments.

4. GOVIND COLD STORAGE

- i) This is a partnership firm consisting of the following partners:-

1. Shri Govind Agrawal son of Shri Hira Lal Saraf - 30% shares.
2. Smt. Anjana Agrawal wife of Shri Govind Agrawal - 18% shares.
3. Smt. Prem Kumari wife of Shri Balram Das - 12% shares.
4. Smt. Mirdula Rani wife of Shri Arvind Kumar - 40% shares.

- ii) That Smt. Prem Kumari and Smt. Mirdula Rani will retire from the said partnership and will surrender all their shares, rights, titles and interests in the said partnership in favour of Shri Govind Agrawal or his nominees.

Balram Das Gurdji
ATTESTED

Page # 9

Govind Agrawal
Abhay Kumar Agrawal

A. Agarwal

H.A.

ANAND KUMAR MAJUMDAR
E.N. 29 (68) 109
Notary (Govt. U.P.)
Sadar-Varanasi



- 49
- iii) That Shri Govind Agrawal, Smt. Anjana Agrawal and their nominees shall have full authority and power to carry on the partnership business without any claim or claims from the retiring partner or their legal heirs and shall have power to reconstitute the partnership.
 - iv) That the losses, if any, in the partnership firm as on the date of oral partition i.e. 31.3.1997 shall be carried over by the partnership firm with the continuing partners and shall not be shared by the retiring partners.
 - v) That the outgoing partner shall sign and execute the deed of retirement and all other documents and papers so as to give effect to this settlement.

5. KANHAIYA CHITRA MANDIR

- i) This is a partnership firm consisting of the following partners:-
 1. Shri Govind Agrawal son of Shri Hira Lal Saraf - 22.5% shares.
 2. Shri Abhay Agrawal son of Shri Balram Das Agrawal - 22.5% shares
 3. Shri Arun Agrawal son of Shri Damodar Das Saraf - 10% shares.
 4. Shri Lalit Agrawal son of Shri Damodar Das Saraf - 10% shares.
 5. Smt. Beena Agrawal wife of Shri Anand Agrawal - 10% shares.
 6. Smt. Uma Agrawal wife of Shri Girdhar Lal Agrawal - 10% shares.
 7. Smt. Puspa Agrawal wife of Shri Shyamjee - 10% shares/

Balram Das Guruji Anand Kumar Agrawal
ATTESTED Page #10

A.K.M.
ANAND KUMAR MAURYA
R.N. 29/35/09
Notary (Govt. U.P.)
Sadar-Varanasi



A. Agrawal

Abhay

8. Shri Radhe Krishna Agrawal son of Shri Purshottam Das
Agrawal - 5% shares.

56

- ii) That pursuant to the settlement the 22.5 per cent shares of Shri Govind Agrawal in the said partnership firm has been settled in favour of Shri Balram Das Agrawal and the administrative control and possession of the Kanhaiya Chitra Mandir building which was with Mr. Govind Agrawal has been settled in favour of Shri Balram Das Agrawal and Shri Govind Agrawal shall sign and execute all necessary documents and papers including the General Power of Attorney to give effect to this settlement.
- iii) That Mr. Govind Agrawal and his family are having certain deposits in the said partnership firm which shall continue in the name of Shri Govind Agrawal and such depositors who shall have full authority to receive back the deposits from the firm as the same is not a part of the settlement in favour of Shri Balram Das Agrawal.
- iv) That as and when possible the said partnership firm will be reconstituted so as to induct Mr. Balram Das Agrawal and his nominee as partners into the said partnership firm with the shares of Shri Govind Agrawal and till such time Shri Govind Agrawal shall execute such necessary documents, papers or instruments to enable Shri Balram Das Agrawal to enjoy the said shares as absolute owner thereof and derive all profits and benefits from the partnership to the extent of the entitlement of Shri Govind Agrawal.
- v) That the land and building in which the said Kanhaiya Chitra Mandir is functioning is the property of Shri Kanhaiya Lal Saraf HUF and is under possession of Kanhaiya Chitra Mandir. That

Balram Das Gondju
Page # 11

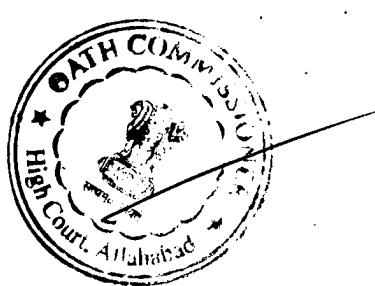
Shri Balram Das Gondju
Akhay Kumar Agrawal

ATTESTED

A.K.M
ANAND KUMAR MALLAIAH
B.A.Sc., LL.B.
Notary (Govt. of U.P.)
Sadar-Varanasi

M. Agrawal

A.K.M



51

the legal heirs of Shri Mukund Lal Saraf holding 50 per cent, the remaining 50 per cent being with the legal heirs of Shri Damodar Das Saraf. The parties have already agreed for the settlement of all the right, title and interest of the share of Shri Govind Agrawal and Shri Arvind Agrawal in favour of Shri Balram Das Agrawal and in view thereof all the rights, titles and interests of Shri Govind Agrawal and Shri Arvind Agrawal in the said property stand settled in favour of Shri Balram Das Agrawal.

6. KANHAIYA LAL MUKUND LAL SARAF

i) This is a partnership firm consisting of the following partners: -

1. Shri Girdhar Gopal son of late Shri Badrinath Agrawal - 25% shares.
2. Shri Radhe Krishan Agrawal son of late Shri Purshottam Das - 25% shares.
3. Shri Arvind Agrawal son of late Shri Hira Lal Saraf - 20% shares.
4. Shri Abhay Kumar Agrawal son of Shri Balram Das Agrawal - 30% shares.

ii) That pursuant to the settlement Shri Arvind Agrawal shall assign his 20 per cent shares in the said partnership firm in favour of Shri Abhay Kumar Agrawal son of Shri Balram Das Agrawal who shall hold 50 per cent share on the said Partnership Firm and will have full authority to get a fresh Partnership Deed executed in his favour.

iii) That as and when possible the said partnership deed will be redrawn so as to qualify 50 per cent shares of Shri Abhay

Balram Das. Gundji

Abhay Kumar Agrawal

Page # 12

ATTESTED

A. K. Agrawal

*Anand Kumar Agrawal
Notary Public
Sadar-Varanasi*

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52

Kumar Agrawal in the said partnership firm and till such time Shri Arvind Agrawal shall execute and such necessary documents, papers or instruments to enable Shri Abhay Kumar Agrawal to enjoy the said shares as absolute owner thereof and derive all profits and benefits from the partnership to the extent of the entitlement of Shri Arvind Agrawal.

- iv) That the retiring partner shall not share any losses in the partnership which shall be carried forward by the continuing partners

7. KANHAIYA LAL BIJESH KUMAR

- i) This is a partnership firm consisting of the following partners: -

1. Shri Balram Das as Karta of Shri Mukund Lal Saraf (HUF) - 10% shares.
2. Shri Shyamjee son of Shri Damodar Das Saraf - 40% shares.
3. Shri Brijesh Agrawal son of Shri Shyamjee - 25% shares.
4. Shri Sharad Agrawal son of Shri Shyamjee - 25% shares.

- ii) Shri Balram Das is holding 10 per cent shares in the said partnership firm as Karta of Mukund Lal Saraf HUF. The said 10 per cent shares in the partnership firm has been settled in favour of Shri Balram Das in his individual capacity as the Mukund Lal Saraf HUF stands dissolved and the assets of the HUF stood partitioned amongst the coparceners of the said HUF.

- iii) That as and when possible the said partnership firm will be reconstituted so as to induct Shri Balram Das Agrawal and his

Balram Das Gurdas
ATTESTED

Abhay Kumar Agrawal
Abhay Kumar Agrawal

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R. N. 29 (55) 09
Notary (Govt. U.P.)
Sadar-Varanasi

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nominee as partners into the said partnership firm for holding the 10 per cent share and till such Shri Govind Agrawal and Shri Arvind Agrawal, other coparceners of the HUF shall execute such necessary documents, papers or instruments to enable Shri Balram Das Agrawal to enjoy the said shares as absolute owner thereof and derive all profits and benefits from the partnership to the extent of the entitlement of Mukund Lal Saraf HUF.

iv) That the deposits of Shri Govind Agrawal and Smt. Mridula Rani, W/o Shri Arvind Agrawal in the said firm will be allowed to be continued and it will be the sole responsibility of Shri Balram Das Agrawal to protect these deposits and arrange the refund of such deposits to Shri Govind Agrawal and Smt. Mridula Rani at the time of the settlement of the assets of Kanhaiya Lal Saraf HUF. On earlier date

v) That Shri Balram Das Agrawal shall have full authority and power to execute a fresh partnership deed with the continuing partner in his individual capacity. And will give necessary comfort letters, if desired, to Shri Govind Agrawal and Shri Arvind Agrawal protecting their deposits in the said partnership firm.

8. KANHAIYA ALANKAR MANDIR

i) This is a partnership firm consisting of the following partners:-

1. Shri Balram Das son of late Shri Mukund Lal Saraf - 25% shares.
2. Shri Govind Agrawal son of Shri Hira Lal Saraf (as Karta of Shri Hira Lal Saraf (HUF)) - 30% shares.

Balram Das Govind Lal Saraf
Abhaya Kumar Agrawal
Page # 14

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A. K. M.
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RN 29/12/08
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Sadar-Varanasi



3. Shri Alok Kumar Jain son of Late Shri Gulal Chand Jain -
15% shares.
4. Shri Anil Kumar Jain son of Late Shri Gulal Chand Jain -
16% shares.
5. Shri Murli Gopal Agrawal son of Late Shri Bawan Das -
14% shares.

- ii) Shri Balram Das Agrawal will continue as a partner in the said partnership firm and in the event he decides not to be active in the said partnership firm, then his value of shares shall be surrendered/assigned in favour of Shri Govind Agrawal and/or his nominees, as one time settlement which would be based on an independent expert's valuation.
- iii) That the said partnership firm is running a business known as Kanhaiya Alankar Mandir at K-62/79 Bulanala, Varanasi, in which the partnership firm is carrying on its business. Shri Govind Agrawal has plan to use part of the building for other purposes. However, such user may be permitted to Shri Govind Agrawal without hampering the business of the shop. Shri Balram Das Agrawal will help Mr. Govind Agrawal to get approval from other partners as long as Shri Balram Das Agrawal is convinced that such user will not hamper the business of the shop and the requirement of the shop will be met by a proper arrangement.

- iv) The deposits/investments of Shri Arvind Agrawal amounting to approximately Rs. 15 lacs with the Partnership Firm shall be refunded to him not later than one year from the date hereof or at the time of marriage of his daughter, whichever is earlier.
- B. The parties hereto have been and shall continue to hold and enjoy their respective properties/business/assets so settled in their favour

Balan das Gard ji
Page # 15

A.K.A.
ANAND KUMAR MAURYA
P.M. 29/7/79
Notary (Govt. U.P.)
Sadar-Varanasi

Dinesh D. Agrawal
• Alok Kumar Agrawal
A. Agrawal



55

severally and free and discharge from all claims and demands of the other hereto or concerning therewith, with full authority and power to derive all profits and benefits thereto as absolute owner.

- C. That each of the parties hereto do hereby confirm of having released, relinquished, disclaimed in favour of the others of their right, title and interest in such business, properties and assets in favour of the party acquiring such business/properties/assets pursuant to the oral partition duly recorded herein.
- D. That each of the party hereto is entitled to mutation in the municipal revenue or other records regarding the ownership of the properties in accordance with the oral partition as recorded herein and the parties shall render each other mutual help in obtaining the necessary mutation or changes.
- E. That the properties/assets/business settled in favour of each party has already been entered upon by the beneficiary Party and is continued to be held and possessed and shall hence forth be held in severality by each party without any interruption or disturbance by the other party or by any other person claiming through, under or on behalf of such other party.
- F. That each party shall at the request of all the persons requiring the same, do all such act and as may reasonably be required to sign and execute such other document or instrument to perfect or clear from doubt the title of the party so acquiring and/or for implementing the settlement already effected.
- G. In the event of any disputes and differences between the parties relating to the oral settlement arrived at between the parties and now recorded in writing or any part thereof or with regard to non-fulfillment

Balram Das Gujral
Page # 16

S. D. Agarwal
Abhay Kumar Agarwal

A. Agarwal

ATTESTED

A.K.M.
A.K.M.
Notary (Con. U.P.)
Sadar-Varanasi



56

of obligations of any party on any terms and conditions of this settlement or its intention, the same shall be referred to the sole arbitration of Dr. B. K. Modi or his nominee, whose decision shall be final and binding on all the parties concerned. The Arbitration shall be conducted in accordance with the principles of Arbitration and Conciliation Act of 1996.

IN WITNESS WHEREOF the parties hereto have executed this instrument on the day month and year written above.

WITNESSES.

1. Vikrant Phawar; s/o Shri SC Phawar
270 H-152, Ramakrishna Vihar
Patparganj, Delhi.

2.

A. K. GOYAL
A-70 SECTOR-55
NOIDA

- 1) Shri Balram Das Agrawal *Balram Das*
2) Shri Abhay Kumar Agrawal *Abhay Kumar Agrawal*
3) Shri Prem Kumari Devi *Prem Devi*
4) Shri Govind Agrawal *Govind*
5) Shri Anup Agrawal *Anup Agrawal*
6) Smt. Arjana Agrawal *Arjana Agrawal*
7) Shri Arvind Agrawal *Arvind Agrawal*
8) Smt. Mridula Rani Agrawal. *Mridula Rani Agrawal*

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ANAND KUMAR MAURYA
R. NO 29 (55) / 09
Notary (Govt. U.P.)
Sadar-Varanasi

Page # 17

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TO MEMORANDUM OF SETTLEMENT AND ORAL PARTITION
 BETWEEN SHRI BALRAM DAS AGARWAL AND OTHERS, AND
 SHRI GOVIND AGARWAL AND OTHERS

57

Details of 15000 newly issued equity shares of Rs. 100/- each of M/s. Kanhaiya Hotels Pvt. Ltd. held by Shri Balram Das Agarwal and his family members :

S.No.-Name of Shareholder(s)	No. of Equity Shares
1. Balram Das	6000
2. Smt. Savita	2000
3. Prem Kumari Devi	5350
4. Abhaya Kumar Agrawal	1500
5. Girdhar Gopal	50
6. Vijay Kumar Sah	50
7. Ajay Kumar Sah	50

	15000
	=====

*Balram Das**Gurdji**Govind Agarwal**Abhaya Kumar Agarwal**A. Agarwal*

ATTESTED

A.K.M.
ANAND KUMAR MATURYA
B.E. (Hons.)
Notary (Govt. Regd.)
Sadar-Varanasi

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ANNEXURE-2

TO MEMORANDUM OF SETTLEMENT AND ORAL PARTITION
BETWEEN SHRI BALRAM DAS AGARWAL AND OTHERS, AND
SHRI GOVIND AGARWAL AND OTHERS

58

Details of 1310 equity shares of Rs. 100/- each of M/s. Kanhaiya Hotels Pvt. Ltd.
held by Shri Balram Das Agarwal and his family members :

S.No.	Name of Shareholder(s)	No. of Equity Shares
1.	Balram Das Agarwal	1000
2.	Balram Das Agarwal (HUF)	200
3.	Abhaya Kumar Agrawal	10
4.	Smt Premkumari Devi	100
		1310
		====

Balram das

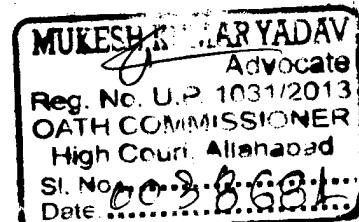
Govind ji

Abhaya Kumar Agarwal
M. Agarwal

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ANAND KUMAR MAURYA
R.N. 29/85/00
Notary (Govt. U.P.)
Sadar-Varanasi

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1/21/18



59

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (2)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. **OF 2018**

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. **OF 2018**

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

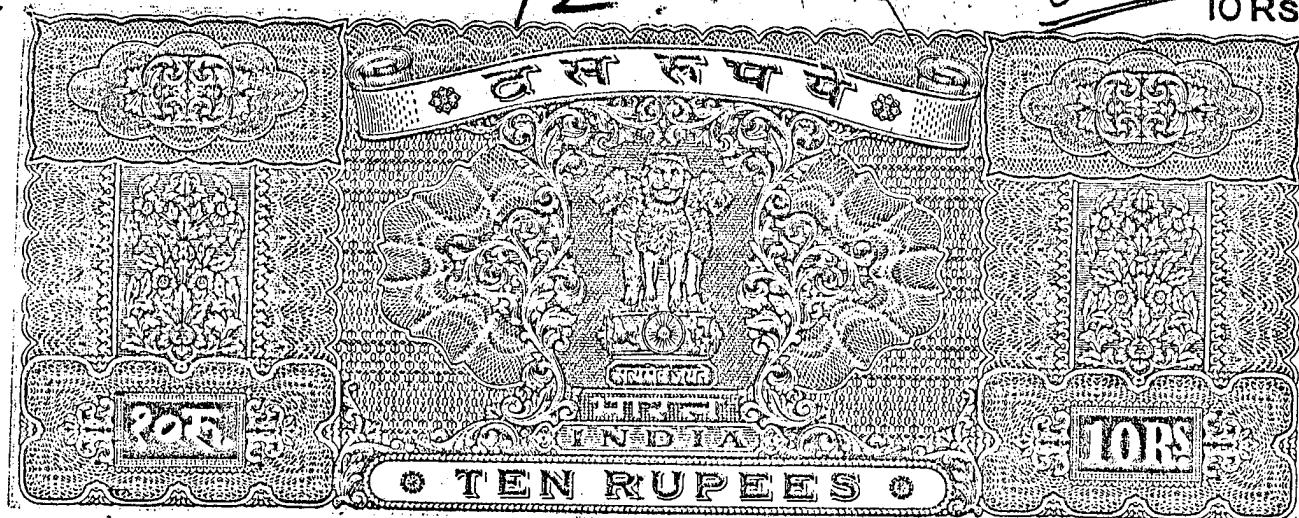
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MEMORANDUM OF SETTLEMENT AND ORAL PARTITION

This Deed of Family Settlement is made at Varanasi on this the 26th day of December, 1997 BETWEEN 1) Shri Govind Agrawal son of late Shri Hira Lal Saraf and grand son of Shri Mukund Lal Saraf and great grandson of Shri Kanhaiya Lal Saraf, 2) Shri Anup Agrawal son of Shri Govind Agrawal 3) Smt. Anjana Agrawal wife of Shri Govind Agrawal all residents of CK 43/23, Raja Darwaja, Varanasi, U. P. hereinafter collectively referred to as the FIRST PARTY AND 4) Arvind Agrawal son of late Shri Hira Lal Saraf, grand son of Shri Mukund Lal Saraf and great grandson of Shri Kanhaiya Lal Saraf, 5) Smt. Mridula Rani wife of Shri Arvind Agrawal all residents of CK 43/23, Raja Darwaja, Varanasi, in the state of U. P. and hereinafter collectively referred to as the SECOND PARTY.

The parties to this settlement mean and include their and each of their legal heirs, successors, assignees and each and every family member of the first party and second party respectively.

WHEREAS the parties to this settlement are the descendants of late Shri Mukund Lal Saraf who in turn is the successor to the Estate of Shri Kanhaiya Lal Saraf and had been owning several properties jointly and also carrying on

Govind file Devi & Dnyan Singh

Page No. 1
ATTESTED

A.K.M.
ANAND KUMAR MAURYA
D.T. NO. 29/23/109
Notary (Govt. U.P.)
Gorakhpur-Varanasi



J. Agarwal
A.M.H.

business either as joint Hindu Family or in partnership or as HUF and even holding various movable and immovable properties in those capacities.

AND WHEREAS Shri Mukund Lal Saraf had two sons 1) Shri Hira Lal who predeceased Shri Mukund Lal Saraf and 2) Shri Balram Das Agrawal. Shri Hira Lal Saraf died in the year 1974 leaving behind the following legal heirs 1) Govind Agrawal - son, 2) Shri Arvind Kumar Agrawal - son, 3) Smt. Srimani Devi - wife.

AND WHEREAS Shri Mukund Lal Saraf died in the year 1985 leaving behind 1) Shri Balram Das Agrawal - son, 2) Shri Abhay Kumar Agrawal - grandson, 3) Shri Govind Agrawal - grandson, 4) Shri Anup Agrawal - great grandson and 5) Shri Arvind Agrawal, grand son who succeed to the joint family business and joint family assets and various properties of late Shri Mukund Lal Saraf.

AND WHEREAS as there were disputes and differences amongst the beneficiaries to the estate of late Shri Mukund Lal Saraf with Shri Balram Das Agrawal and his family members on one side and Shri Govind Agrawal and Shri Arvind Agrawal both sons of late Shri Hira Lal Agrawal on the other side, in order to resolve such disputes and differences the parties vide an oral settlement which was subsequently recorded in writing in a family settlement dated 26/12/1997 resolved all the disputes and partitioned the entire family business, assets and properties amongst themselves, which partition was given effect to by the parties as full and final settlement of the claims inter se and has been acted upon by the parties.

AND WHEREAS subsequent to the said settlement the parties hereto also desired to settle among themselves with regard to all the business, assets and properties of late Shri Hira Lal Agrawal and his wife Smt. Srimani Devi and distributing the assets and the business amongst themselves as to avoid any future conflict between the parties.

Govind Agrawal

Arvind Agrawal
Page # 2

A. K. Agrawal

ATTESTED



ANAND KUMAR MAURYA
OCT 20 1990
Notary (Govt. I. P.)
Sadar, Varanasi

A. K. Agrawal

62

AND WHEREAS subsequent thereto the parties in their meeting on 31.3.97 by an oral family settlement settled all the properties of late Shri Mukund Lal Saraf and Mrs. Brijmani Devi and Late Shri Hira Lal Saraf and Smt. Srimani Devi amongst themselves.

AND WHEREAS pursuant to the said oral partition which was by mutual consent and without any coercion or any undue influence and by respecting mutual wishes, the parties assumed the ownership of the properties/assets/business settled in their favour in severance of the joint status and by acceptance of the respective ownership and are already seized and possessed of all their respective properties/assets/business and are enjoying the same as absolute owner thereof without any let/hindrance/objection from the members of the other group.

AND WHEREAS even though the parties are enjoying their respective properties/business/assets so allocated in their favour pursuant to the oral partition effected on 31.3.97, the parties have now desired that in order to avoid any doubt or litigation in future it is desirable to reduce into writing the oral family settlement already effected on 31.3.97 and give effect and acceptance by the parties hereto.

Now, therefore, this memorandum of oral partition and family settlement witnesseth as under:

- A. That pursuant to the oral partition and family settlement the parties have settled the various joint family businesses/assets/properties as follows:

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ATTESTED

A.K.M.
ANAND KUMAR MAURYA
R.N. 29 (55) 09
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Sadar-Varanasi

Page # 3

D.A. Agarwal

M.L.



63

✓ 1. KANHAIYA HOTELS PRIVATE LIMITED

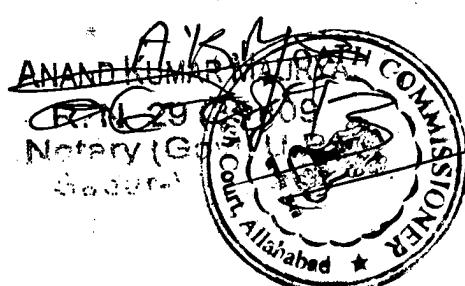
This is a private limited company carrying on business under the name and style of Diamond Hotel on land measuring approximately 25,480 sq. fts. and having Nagar Nigam No. B 20/44 - A - 3 at Varanasi in the State of U. P. In respect of the said business the parties have settled as under:

- i) Shri Govind Agrawal and /or his associates have been allotted 1562, 18% cumulative preference shares in lieu of their holding 1562 equity shares which have been sold/transferred in favour of Shri Arvind Agrawal and/or his associates/nominees without having any claim in future issues of share capital. *The newly issued preference shares shall be sold/transferred/assigned only in favour of Shri Arvind Agrawal.*
- ii) Shri Govind Agrawal shall be the Director for his life time on the Board of the Company shall endorse all decisions and resolutions proposed by Shri Arvind Agrawal in the affairs and the management of the Company.
- iii) Govind Cold Storage, a Partnership Firm, shall be paid a sum of Rs. 1,00,000 (Rupees One lakh) per annum by the Company as commission/consultation fee for providing various services for which a long term agreement would entered into between the Company and the said Partnership Firm. It will be the responsibility of Shri Arvind Agrawal to assure the aforementioned payments by the said Company to Govind Cold Storage through a suitable mechanism.
- iv) It has been agreed between the Parties that Shri Govind Agrawal shall not be entitled to any complementary and/or concessional treatment/facility in the Hotel.

Govind ji
ATTESTED

Page # 4

Arvind Agrawal



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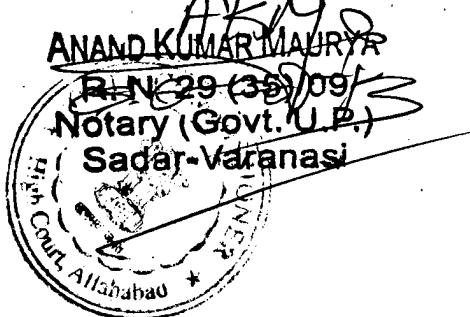
- v) The management and control of the affairs of the Hotel shall be with Shri Arvind Agrawal, the party of the Second Part.
- vi) The land measuring approximately 25,480 sq. fts. and bearing Nagar Nigam No. B 20/44 - A - 3 on which the company has constructed a building and running the same under the name and style of Diamond Hotel was originally purchased by Smt. Brijmani Devi and which is on long term lease with the company. It was always the intention of the parties that the said property shall vest absolutely in favour of Shri Arvind Agrawal as per the wish and desire of Smt. Brijmani Devi and in keeping with her said wish and this settlement the said property stood settled in favour of Shri Arvind Agrawal. In terms of this settlement all the right, title and interest in the said land of Smt. Brijmani Devi and also the subsequent lease-hold right in favour of the company has been settled in favour of Shri Arvind Agrawal who shall have full authority and power to get the said land mutated in his name or in the name of any other person or persons at his absolute discretion and no other parties shall have any claim in the said land in any manner whatsoever.

2. MUKUND LAL SARAF - HUF

Shri Mukund Lal Saraf, HUF, has been fully partitioned between Shri Balram Das Agrawal and sons of Hira Lal Saraf. Pursuant to the said partition 25% share in the balance sheet has been settled to Shri Govind Agrawal and 25% has been settled to Shri Arvind Agrawal. There is no other property to be shared by the parties to this agreement from the partition of this HUF as the said HUF has been fully settled and the assets have been partitioned amongst the parties to the best interest of the parties.

Gandju Page # 5 Arvind Agrawal Anand Kumar Majra

ATTESTED



Arvind

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3. GOVIND COLD STORAGE

- i) Smt. Mridula Rani wife of Shri Arvind Agrawal holds 40 per cent shares in the said partnership firm. Pursuant to the oral settlement already arrived at between the parties all the shares of Smt. Mridula Rani in the said partnership firm stands settled in favour of Shri Govind Agrawal and/or his nominees and she will retire from the said firm so that the absolute control and ownership of the said partnership firm remains with Mr. Govind Agrawal and his wife Smt. Anjana Agrawal.
- ii) The necessary documents for the reconstruction of the firm have been prepared and signed herewith.
- iii) That the losses, if any, in the partnership firm as on the date of oral partition i.e. 31.3.97 shall be carried over by the partnership firm with the continuing partners and shall not be shared by the retiring partners.
- iv) That the outgoing partner shall sign and execute the deed of retirement and all other documents and papers so as to give effect to this settlement.

4. HIRA LAL SARAF HUF

- i) Residential property at CK - 43/23 Raja Darwaja, Varanasi, U.P., being the residential property. This property stands settled absolutely in favour of Shri Govind Agrawal who shall have full authority and power to get the same mutated/substituted in his name with power to sell/transfer, assign the same as absolute owner thereof. However, it has

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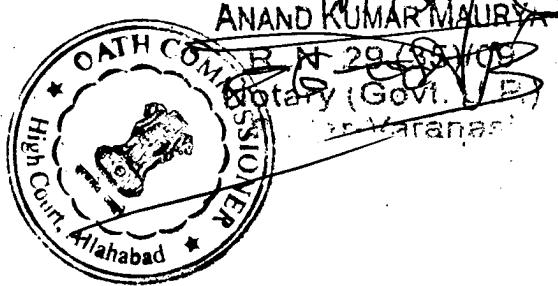
Page # 6

Govind Agrawal

Govind Agrawal

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ANAND KUMAR MAURYA



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been agreed between the parties that a portion of the said property as demarcated in the plan annexed hereto and marked as Annexure -, is being used for the residence of Shri Arvind Agrawal and his family members. The parties agree that Shri Arvind Agrawal and his family members will continue to use the said portion for his residential use without having any right to assign, transfer or let out or part with possession of the said portion, however, Shri Arvind Agrawal shall within one year from the date hereof handover the residential portion presently under his occupation and thereafter the actual owners will get the physical possession on the basis of their legal ownership.

- ii) Land bearing no. 32/1, 32/4 at Semra, Ram Nagar, Varanasi, adjacent to Cold Storage stands settled in favour of Shri Arvind Agrawal.
- iii) Property bearing K 62/79, Bulanala, Varanasi, which stands registered in the name of Shri Arvind Agrawal has been settled in favour of Shri Govind Agrawal and Shri Arvind Agrawal shall sign and execute all necessary documents and papers to enable Shri Govind Agrawal to enjoy the said property as absolute owner thereof and get the same mutated in his name in the Revenue Records.
- iv) 36/1 Semra, Ram Nagar, Cold Storage Building alongwith Land, admeasuring 1.83 acres stands settled in favour of Shri Govind Agrawal. Shri Arvind Agrawal shall sign and execute all such documents so as to enable Shri Govind Agrawal to have absolute control and possession of the said property as an absolute owner thereof.

Gandji

Arvind Agrawal

A Agrawal

Page # 7
ATTESTED

AKM
ANAND KUMAR MAURYA
R.N. 29/85/09
Notary (Govt. I.P.)
Sadar-Varanasi



AKM

- v) Plot 97/98 at Lahatara, in village Shivedaspur, Varanasi. The said land and building thereon is registered jointly in the name of Shri Govind Agrawal and Shri Arvind Agrawal. Pursuant to the oral settlement, the said land has been settled in favour of Shri Govind Agrawal. Shri Arvind Agrawal shall sign and execute all necessary documents and papers so as to give the absolute ownership in the said land in favour of Shri Govind Agrawal.
- vi) Hira Lal Saraf HUF is holding 30 per cent share in M/s. Kanhaiya Alankar Mandir a partnership firm and Mr. Govind Agrawal being the Karta of the said HUF is a partner of the said Partnership Firm. It has been settled between Shri Govind Agrawal and Shri Arvind Agrawal that Shri Govind Agrawal shall remain the absolute owner of the 30 per cent share in the said partnership firm and will be entitled to derive all profits and benefits of the said firm in his individual capacity to the exclusion of Mr. Arvind Agrawal and the assets of Hira Lal Saraf HUF stands completely partitioned and the said HUF stands dissolved.
- B. (i) The parties hereto have been and shall continue to hold and enjoy their respective properties/business/assets so settled in their favour severally and free and discharge from all claims and demands of the other hereto or concerning therewith, with full authority and power to derive all profits and benefits thereto as absolute owner.

(ii) There will be no claim of jewellery from Arvind Agrawal to Govind Agrawal. Arvind Agrawal has disclosed certain jewellery to Govind Agrawal. He is ready to give it according to him there is certain jewellery which is in excess of his 50% share. He will be ready to give the same to Govind Agrawal who has to trust Arvind Agrawal and not put any dispute on his decision.

Page # 8

ATTESTED

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ANAND KUMAR MAHENDRA
BERGSON
Notary (Govt.)
Sadar-Varanasi



68

- C. That each of the parties hereto do hereby confirm of having released, relinquished, disclaimed in favour of the others of their right, title and interest in such business, properties and assets in favour of the party acquiring such business/properties/assets pursuant to the oral partition duly recorded herein.
- D. That each of the party hereto is entitled to mutation in the municipal revenue or other records regarding the ownership of the properties in accordance with the oral partition as recorded herein and the parties shall render each other mutual help in obtaining the necessary mutation or changes.
- E. That the properties/assets/business settled in favour of each party has already been entered upon by the beneficiary Party and is continued to be held and possessed and shall hence forth be held in severality by each party without any interruption or disturbance by the other party or by any other person claiming through, under or on behalf of such other party.
- F. That each party shall at the request of all the persons requiring the same, do all such act and as may reasonably be required to sign and execute such other document or instrument to perfect or clear from doubt the title of the party so acquiring and/or for implementing the settlement already effected.

In the event of any disputes and differences between the parties relating to the oral settlement arrived at between the parties and now recorded in writing or any part thereof or with regard to non-fulfillment of obligations of any party on any terms and conditions of this settlement or its intention, the same shall be referred to the sole arbitration of Dr. B. K. Modi, whose decision shall be final and binding on all the parties concerned. The Arbitration shall be

Gandhi

Elvir D. Agarwal

Page # 9
ATTESTED

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ANAND KUMAR MAURYA
R# 29/30/09
Notary (Govt. L.P.)
Sadar Vara



Agarwal

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conducted in accordance with the principles of Arbitration and Conciliation Act of 1996.

IN WITNESS WHEREOF the parties hereto have executed this instrument on the day month and year written above.

WITNESSES.

Vikrant Bhawan
1: s/o Shri S. C. Bhawan
K/O H-152, Ramakrishna Vihar,
Aptaganj, Delhi.

2.

A. K. GOYAL
A-70 SECTOR - 55
NOIDA

Govind ji
1) Shri Govind Agrawal

2) Shri Anup Agrawal

Govind ji as P.O.A
3) Smt. Anjana Agrawal

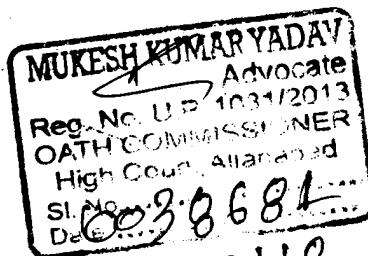
Arvind Agrawal
4) Shri Arvind Agrawal

Mridula Rani Agrawal
5) Smt. Mridula Rani Agrawal.

ATTESTED

ANAND KUMAR MAURYA
For Govind
Notary (E.G.V.I.)
Sadar, Noida

Page # 10



21/11/18

M.K.Y.

76

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (3)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. **OF 2018**

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. **OF 2018**

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

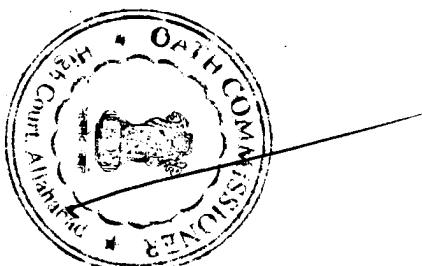
And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

// COPY ATTACHED //



[Signature]

A/3

In the Court of civil Judge (Senior Division).

Varanasi.

71

Suit No. 259 of 2010

1. Govind Ji Agarwal aged about 62 years
S/o Late Hira Lal Saraf.
2. Anup Agarwal Aged about 40 years S/o Sri

Govind Ji Agarwal.

Both resident of: House No. CK.43/23

Mohalla Rajadarwaja, Varanasi City.

.....Plaintiffs.

Versus

1. Arvind Agrawal aged about 60 years s/o Late
Hira Lal Saraf, Resident of House No. CK.43/23
Mohalla Rajadarwaja, Varanasi City.
2. Smt. Mridula Rani aged about 52 years w/o Shri
Arvind Agarwal R/o House No. C.K. 43/23. Mohalla
Rajadarwaja, Varanasi City.
3. Abhijit Agarwal aged about 32 years S/o Shri
Arvind Agarwal R/o House No. C.K. 43/23. Mohalla
Rajadarwaja, Varanasi City.
4. Smt. Prem Kumari Devi adult wife of late Balram Das
Agrawal.
5. Abhay Kumar Agarwal adult of Late Balram Das
Agarwal, Both R/o House No. C.K. 43/23. Mohalla
Rajadarwaja, Varanasi City.

.....Defendants.

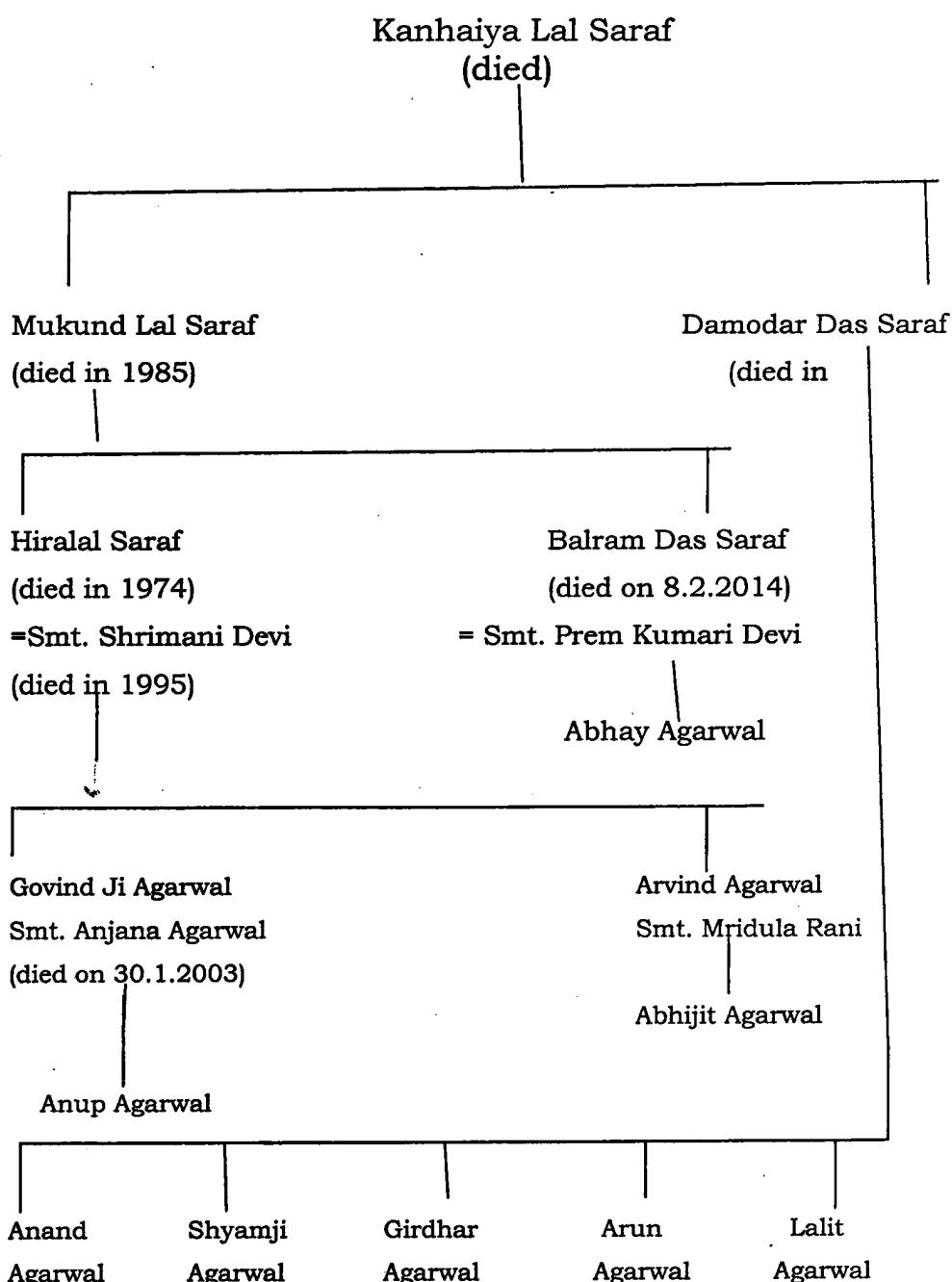


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The plaintiffs beg to submit as under:-

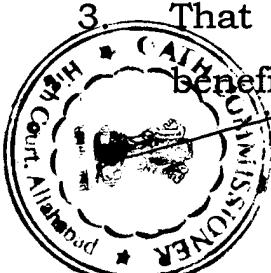
72

- That the plaintiffs and defendants belong to the same family. the Gionological table the family is as under:-



- That in the family of the plaintiff there was several movable immovable Properties.

- That there were dispute and difference amongst the beneficiaries of the Estate of Late Mukund Lal Saraf



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73

with Shri Balram Das Saraf and his family members on one side and Shri Govind Ji Agarwal and Shri Arvind Agarwal both sons of Late Hiralal Saraf on the other side and in order to solve the aforesaid dispute and differences one oral settlement took place which was subsequently reduced into writing on 26.12.1997 resolving all the disputes amongst themselves and partitioned all the assets and business amicably. The said partition was given effect too by the said parties in their full and final settlement which had been acted upon between the parties thereto.

3. (a) The defendants no. 1 to 3 have availed the benefits under the First Oral Family Settlement Pursuant to which the memorandum dated 26.12.1997 was executed by Sri Balram Das etc. and acknowledging the same to be a valid and effective document, the plaintiff no. 1 and the defendant no. 1 jointly gave Power of Attorney duly notarised to Shri Balram Das aforesaid to do away with any difficultly or complication, etc. which may arise in implementing the terms and conditions of the aforesaid memorandum.
- 3(b). That the defendants no. 1 to 3 having availed benefits and profits under aforesaid first oral Family Settlement followed by the said Memorandum dated 26.12.1997, cannot be permitted to ignore and avoid the same.
4. That through the said family settlement dated 26.12.1997 the plaintiff No. 1 & 2 and late Smt. Anjana Agarwal w/o Sri Govind Ji Agarwal and the defendants No. 1 & 2 owned and possessed the properties detailed and desoribed the schedule 'A" at the foot of this plaint.



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- 74
5. That thereafter the dispute and differences again arrived the plaintiffs No. 1 & 2 and Smt. Anjana Agarwal w/o Shri Govindji Agarwal on one side and the defendants no. 1 & 2 on the other side in respect of the properties mentioned in Schedules 'A" of the plaint hence a family settlement took place between them amicably on 31.3.1997 which was subsequently reduced into writing on 26.12.1997 and as such the same has become final.
 6. That according to the family settlement dated 31.3.1997 subsequently reduced into writing 26.12.1997 the properties movable and immovable came into the share of the plaintiffs No. 1 & 2 and Smt. Anjana Agarwal w/o Shri Govind Ji Agarwal and the defendant No. 1 & 2 are as follows:-

1. **Kanhaiya Hotels Private Limited:-**

This is a private limited company carrying on business under the name and style of Diamond Hotel on land measuring approximately 25480 Sq. Ft. and having Nagar Nigam No. B. 20/44-A-3 at Varanasi in the State of U.P. in respect of the said business the parties have settled as under:-

- (i) Sri Govind Agarwal and/or his associates have been allotted 1562 18% cumulative preference shares in lieu of their holding 1562 equity shares which have been sold/transferred in favour of Shri Arvind Agarwal and/or his associates/nominees without having any claim in future issues of share capital. The newly issued preference shares shall be sold/transferred/assigned only in favour of Shri Arvind Agarwal.



- 75
- (ii) Shri Govind Agarwal shall be the Director for his life time on the Board of the Company Shall endorse all decisions and resolutions proposed by Shri Arvind Agarwal in the affairs and the management of the company.
 - (iii) Govind Cold Storage a partnership firm, shall be paid a sum of Rs. 1,00,000/- (Rs. One lac) per annum by the company as commission/consultation fee for providing various services for which along term agreement would be entered into between the company and the said partnership frm. it will be the responsibility of Shri Arvind Agarwal to assure the aforementioned payments by the said company to Govind Cold Storage through a suitable mechanism.
 - (iv) it has been agreed between the parties that Shri Govind Agarwal shall not be entitled to any complementary and/or concessional treatment/facility in the Hotel.
 - (v) The management and control of the affairs of the Hotel shall be with Sri Arvind Agarwal the party of the second part.
 - (vi) The land measuring approximately 25480 Sq.Ft. and bearing Nagar Nigam No. B.20/44-A-3 on which the company has constructed a building and running the same under the name and style of Diamond Hotel was originally purchased by Brijmani Devi and which is on long term lease with the company. It was always the intention of the parties that the said property shall vest absolutely in favour of Shri Arvind Agarwal as per the wish and desire of Smt. Brijmani Devi and in keeping with her said wish and this settlement the said property stood settled in



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76

favour of Shri Arvind Agarwal. in terms of this settlement all the right, title and interest in the said land of Smt. Brijmani Devi and also the subsequent lease hold right in favour of the company has been settled in favour of Shri Arvind Agarwal who shall have full authority and power to get the said land mutated in his name or in the name of any other person or persons at his absolute discretion and no other parties shall have any claim in the said land in any manner whatsoever.

2. MUKUND LAL SARAF HUF

Shri Mukund Lal Saraf, HUF, has been fully partitioned between Shri Balaram Das Agarwal and sons of Hira Lal Saraf. Pursuant to the said partition 25% share in the balance sheet has been settled to Shri Govind Agarwal and 25% has been settled to Shri Arvind Agarwal. There is no other property to be shared by the parties to this agreement from the partition of this HUF as the said HUF has been fully settled and the assets have been partitioned amongst the parties to the best interest of the parties.

3. GOVIND COLD STORAGE:-

- (i) Smt. Mridula Rani wife of Shri Arvind Agarwal holds 40 percent shares in the said partnership firm. Pursuant to the oral settlement already arrived at between the parties all the shares of Smt. Mridula Rani in the said partnership firm stands settled in favour of Shri Govind Agarwal and/or his



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77

nominees and she will retire from the said firm so that the absolute control and ownership of the said partnership firm remains with Mr. Govind Agarwal and his wife Smt. Anjana Agarwal.

- (i) The necessary documents for the reconstruction of the firm have been prepared and agined herewith.
- (ii) That the losses if any, in the partnership firm as on the date of oral partition i.e. 31.3.1997 shall be carried over by the partnership firm with the continuing partners and shall not be shared by the retiring partner.
- (iii) That the out going partner shall sign and execute the deed of retirement and all other documents and papers so as to give effect to this settlement.

4. HIRA LAL SARAF HUF

- (i) Residential property at C.K. 43/23 Raja Darwaja, Varanasi, U.P. being the residential property. This Property stands settled absolutely in favour of Shri Govind Agarwal who shall have full authority and power to get the same mutated/substituted in his name with power to sell/transfer, assign the same as absolute owner thereof. However, it has been agreed between the parties that a portion of the said property as demarcated in the plan annexed thereto is being used for the residence of Shri ARvind Agarwal and his family members. The parties agree



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78

that Shri Arvind Agarwal and his family members will continue to use the said portion for his residential use without having any right to assign, transfer or let out or part with possession of the said portion, however, Shri ARvind Agarwal shall within one year from the date hereof handover the residential portion presently under his occupation and thereafter the actual owners namely Shri Govind Ji Agarwal will get the physical possession on the basis of their legal ownership.

- (ii) Land bearing No. 32/1, 32/4 area 0.5100 hectares at Serma, Ram Nagar, Varanasi, adjacent to Cold Storage Stands settled in favour of Shri Arvind Agarwal.
- (iii) Property bearing K.62/79, Bulanala, Varanais which stands registered in the name Shri ARvind Agarwal has been settled in favour of Shri Govind Agarwal and Shri Arvind Agarwal shall sign and execute all necessary documents and paper to enable Shri Govindji Agarwal to enjoy the said property as absolute owner thereof and get the same mutated in his name in the REvenue Records.
- (iv) 36/1 Semra Ramnagar, Cold Storage Buidling alongwith land admeasuring 0.7450 hectares i.e. 1.83 acres stands settled in favour of Shri Govind Agarwal. Shri Arvind Agarwal shall sign and execute all such documents so as to enable Shri Govindji Agarwal to have absolute control and possession of the said property as an absolute owner thereof.

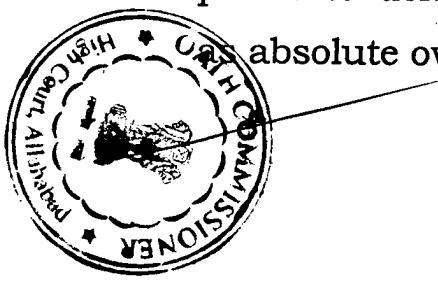


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- 79
- (v) Plot 97/98 at Lahartara in village Sivdaspur Varanasi. The said land and building thereon is registered jointly in the name of Shri Govindji Agarwal and Shri Arvind Agarwal pursuant to the oral settlement, the said land has bee settled in favour of Shri Govind ji Agarwal. Shri ARvind Agarwal shall sign and execute all necessary documents and papers so as to give the absolute ownership in the said land in favour of Shri Govindji Agarwal.
- (vi) Hira Lal Saraf HUF is holding 30 percent share in M/s. Kanhaiya Alnakar Mandir a partnership firm an Mr. Govindji Agarwal being the Karta of the said HUF is a perrner of the said partnership firm. It has been settled between Shri Govind ji Agarwal and Shri ARvind Agarwal that Shri Govind Ji Agarwal shall remain the absolute owner of the 30 percent share in the said partnership firm and will be entitled to derive all profits and benefits of the said firm in his individual capacity to the exclusion of Mr. Arvind Agarwal and the assets of Hira Lal Saraf HUF stands completely partitioned and the said HUF stands dissolved.

B. (I) The parties hereto have been and shall continue to hold and enjoy their respective properties/business assets so settled in their favour severally and free and discharge from all claims and demands of the other hereto or concerning therewith, with full authority and power to derive all profits and benefits thereto

absolute owner.



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(II) There will be no claim of jewellery from Arvind Agarwal to Govind Agarwal. ARvind Agarwal has disclosed certain jewellery to Govindji Agarwal. He is ready to give it according to him there is certain jewellery which is in excess of his 50% share. He will be ready to give the same to Govind Agarwal who has to trust Arvind Agarwal and not put any dispute on his decision.

C- That each of the parties hereto do hereby confirm of having released, relinquished, disclaimed in favour of the others of their right, title and interest in such business, properties and assets in favour of the party acquiring such business/properties/assets pursuant to the oral partition duly recorded herein.

D. That each of the party hereto is entitled to mutation in the municipal revenue or other records regarding the ownership of the properties in accordance with the oral partition as recorded herein and the parties shall render each other mutual help in obtaining the necessary mutation or charges.

E- That the properties/assets/business settled in favour each party has already been entered upon by the beneficiary party and is continued to be held and possessed and shall hence forth be held in severallity by each party without any interruption or disturbance by the other party or by any other person claiming through, under or on behalf of such other party.

F- That each party shall at the request of all the persons requiring the same, do all such act and as may reasonably be required to sign and



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81

execute such other document or instrument to perfect or clear from doubt the title of the party so acquiring and/or for implementing the settlement already effected.

7. That the said family settlement have been made and executed by their free will and consent, without any undue influence and coercion.
8. That Smt. Anjana Agarwal w/o Shri Govindji Agarwal died on 30.1.2003 having behind her heirs and legal representatives to the plaintiffs No. 1 & 2.
9. That the defendants no. 1 to 3 are now have become dishonest and with a view to unnecessarily harassing the plaintiffs avoiding to honour the said family settlement dated 31.3.1997 subsequently reduced into writing on 26.12.1997 and are refusing to give effect thereto.
10. That the plaintiffs have made several request to the defendants no. 1 to 3 to give effect to the said family settlement but they are paying no heed to it and ultimately refused on 4.3.2010 hence the plaintiffs have no option left but to file the present suit.
11. That the cause of action to the present suit finally arose on 4.3.2010 when the defendants no. 1 to 3 refused to honour and give effect to the family settlement dated 31.3.1997 and 26.12.1997 within the jurisdiction of this Hon'ble Court.

- 11(A). That Sri Balram Das Saraf having died on 8.2.2014 his heirs i.e. his wife and son being



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82

necessary parties to the suit in view of above facts have been arrayed as formal defendants no. 4 and 5.

12. That the properties in dispute situated within the District of Varanasi and the defendants also resides and carries on work within the District of Varanasi, where also the cause of action has arisen, hence this Hon'ble Court have got jurisdiction to try the present suit.
13. That the valuation of the present suit for the purposes of jurisdiction is fixed Rs. 50,00,000/- over which the maximum court fee has been paid on the relief claimed.
14. That the plaintiffs therefore pray for the following relief:-
 - (a)That a decree for declaration be granted in favour of the plaintiffs as against the defendants No. 1 to 3 declaring that the properties detailed and described in Schedule 'A' at the foot of the plaint has been amicably settled and partitioned, through the family settlement dated 31.3.1997 and 26.12.1997 between the plaintiffs and Smt.Anjana Agarwal on one part and the defendants No. 1 & 2 and the terms of the said settlement is binding upon the parties to the present suit and the plaintiffs are entitled to get mutated their names in respect of the properties came in their share in the Assessment Register of Nagar Nigam, Varanasi.



AGL

Relief Value at Rs. 50,00,000/-

Court fees paid Rs. 200/-

83

- (b) That the cost of the present suit be awarded in favour of the plaintiffs as against the defendants no. 1 to 3. If the defendant No. 4 and 5 also contest the suit, the cost of suit be awarded against them too.
- (c) That other relief in lieu as in addition thereto for which the plaintiffs found entitled be also granted in favour of the plaintiffs as against the defendants no. 1 to 3.

Details of the properties:

SCHEDULE 'A'

1. Kanhaiya Hotels Private Ltd. a Private Ltd. Co. under the name and style Diamond Hotel on the land measuring approximately 25480 Sq.Ft. having Nagar Nigam No. B.20/44-A-3, Bhelupur, Varanasi.
2. Govind Cold Storage, a Partnership firm situate at plot No. 36/1 area 1.83 Acres i.e. 0.7450 hec. Village Semara, Ramanagar, District: Chandauli.
3. Mukund Lal Saraf H.U.F. situate at C.K. 43/22 Rajadarwaja, Varanasi-50% share.
4. Hira Lal Saraf H.U.F. Residential House property bearing Nagar Nigam No. C.K. 43/23 Mohalla Rajadarwaja, Varanasi.



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5. Land bearing No. 32/1, 32/4 area 0.5100 hectare at Semra, Ramnagar District: Chandauli. 84

6. House Property bering Nagar Nigam No. K 62/... Bulanala, Varanasi alongwith Business in the name & style "Kanhaiya Alankar Mandir".

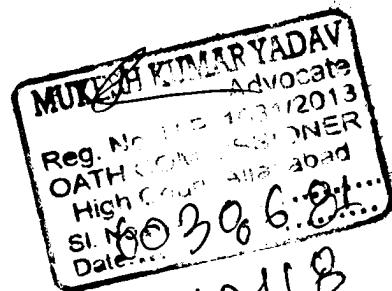
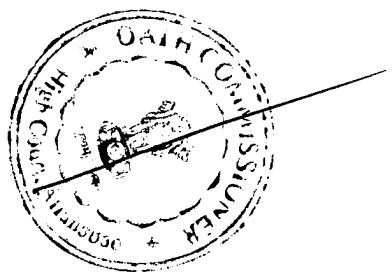
7. Plot No. 97/98/1 area 0.2270 hectare situate at Village Shivedaspur, Pargana Dehat Amanat Tehsil Sadar, District: Varanasi.

Verification:-

I, Govindji Agarwal, the plaintiff No. 1 do hereby verify that the contents of this plaint from paragraph no. 1 to 10 and Details of properties in Schedule 'A' are true to my personal knowledge and that of paragraph 11 to 14 are based on legal advice which I believe to be true. No. part of it is false and nothing material has been concealed therein. Verified on this the 19th day of March, 2010 within the Civil Court compound, Varanasi.

Dated: 19.3.2010

Plaintiff No.1.



85

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (4)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. **OF 2018**

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. **OF 2018**

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

// COPY ATTACHED //



[Handwritten signature]

86

A/4

21-A

g/s

In the Court of Civil Judge (Senior Division)

Room No.2 Varanasi

Suit No. 259 of 2010

Govind Ji Agrawal and another

Vs

Arvind Agrawal and others

Written statement on behalf of Defendant number 1. Arvind
Agrawal

1. That para 1 of the plaint needs no reply, except this fact that it is incomplete because name of the daughter of Defendant and plaintiff are not given.
2. That para 2 of the plaint needs no reply.
3. That facts alleged in para 3 of the plaint are denied.
4. That para 4 of the plaint is denied.
5. That the story of resolving disputes among Govind Ji agrawal and Arvind Agrawal, the plaintiff and defendant no. 1, the allegation that oral settlement took place between them to resolve all the disputes regarding the properties owned by them, being successors of late Hiralal Saraf is totally incorrect and the plaintiff has purposely omitted to



Arvind Agrawal

S.P. Amanwala
LAW

AMANWALA

mention any such date in para 5 of the plaint
settlement took place between the plaintiffs and defendant
no. 1. The alleged writing dated 26/12/97 executed and
reduced to writing resolving all the disputes among
themselves and allegation that all assets and businesses were
partitioned amicably is totally incorrect. The alleged
partition deed dated 26/12/97, giving nomenclature of
Memorandum of Settlement and Oral Partition held
previously, relied upon by the plaintiff, which is the basis of
the suit, is not admissible in evidence because the aforesaid
document contains terms of partition alleged to be held and
complied with among plaintiffs and defendant no. 1 and
because the parties are directed to do in future many acts as
mentioned in the deed, and therefore, the said document
dated 26/12/97 can not be termed as Family Settlement, but
it is so called a Partition Deed and if a partition deed is not
registered, it can not be admissible in evidence and is barred
by section 17 of the Indian Registration Act

6. That para 5 of the plaint is not admitted. The alleged family
settlement held on 31/3/97 and was reduced to writing on
26/12/97 is totally false, incorrect and is strictly denied,
because it is not a lawful family settlement and carries no
legal weight.

7. That para 6 of the plaint is denied. The division of properties
mentioned in para 6 and in its sub paras as mentioned in the
plaint is strictly denied, because the alleged family partition
is absolutely illegal and was not acted upon and the

- Dr. V. Agarwal

S. P. Agarwal



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answering defendants strictly deny its validity, execution and admissibility in evidence. And therefore, the alleged partition, said to be reduced in writing is a waste paper and no court of law can rely upon the aforesaid paper to arrive at any lawful decision in the matter in hand.

8. That para 7 of the plaint is denied. The alleged family settlement which was executed as a Memorandum of Family Settlement on 26/12/97 with other related documents is not the result of the free will of the defendant no.1, but it was got signed under pressure and consequently the defendant no.1 had signed over it and put his signature also where his wife was required to have signed, under duress and coercion, without considering its legal consequences. The Plaintiff got the entire properties and businesses of Late Hiralal Saraf, the father of plaintiff and defendant no.1, in his name which is absolutely inequitable and unfair. Hence, the alleged memorandum of settlement and oral partition is nothing but a waste paper and it confers no legal right or title to the plaintiffs to file the present suit.

9. That without admitting this fact that any oral partition held between the co-sharers on 31/3/97 and memorandum of family partition has been executed on 26/12/97, the present suit is not maintainable and this Court has no jurisdiction to pass a decree prayed for, because in the alleged memorandum of family settlement dated 26/12/97 relied upon by the plaintiff, it has been specifically mentioned that in case of non-fulfillment of obligations by any party, or any



Dilip Dugar and Arewad

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terms and conditions of this settlement, or its intention, the
same shall be referred to the sole arbitrator. Hence, this
court has no jurisdiction to try the suit and is barred by
section 5 of the Indian Arbitration Act, and only on this
ground, the suit is not maintainable and is liable to be
rejected under order 7 rule 11.C.P.C. at the very threshold
without going further into the merits and demerits of the
case.

89

10. That para 8 needs no reply.

11. That para 9 is denied.

12. That para 10 is denied.

13. That para 11 is denied. The alleged family settlement dated

31/3/97, written on 26/12/97 was absolutely a bogus and

fictitious document and therefore it was never acted upon, as

plaintiffs have admitted in paras 9 and 10 of the plaint and

now, after a lapse of 13 years, the plaintiffs falsely giving a

fictitious date of cause of action dated 4/3/2010, alleging

that the defendants have refused to honor and give effect to

the family settlement dated 31/3/97 and 26/12/97 suit has

been filed which is totally false. The true fact is that the

alleged oral family settlement dated 31/3/97, alleged to be

written on 26/12/97, was always treated as a fictitious and

false document and therefore, it was never acted upon and

now, giving a false date 4/3/2010 that the defendant no. 1

has refused to give effect to the aforesaid family settlement

on 4/3/2010, the present suit has been filed which is

absolutely barred by time.

*— Dr. S. P. Agarwal
S. P. Agarwal*



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14. That it is material to mention here that the alleged memorandum of family settlement dated 31/3/97 which was reduced to writing on 26/12/97, was not complied with at any point of time. But no objection was raised by the plaintiffs at any point of time, which proves that the alleged family settlement dated 26/12/97 is a bogus and fictitious paper and was never acted upon. And after a lapse of 13 years, the filing of the present suit is ipso-facto proves the malafide intention of the plaintiffs to put false pressure on defendant no. 1 and to usurp all benefits of the estate of Late Hiralal Saraf for himself, excluding the defendant and preempt his lawful claim and share in the same and to extract money illegally.

15. That para 12 is not admitted. Defendant no. 3 is permanently residing in U.S.A. for last several years separately from the family and his address of Varanasi is falsely written.

16. That para 13 is not denied.

17. That para 14 of the plaint is denied and the plaintiffs are not entitled to get the relieves as prayed for and the suit is liable to be dismissed with cost.

ADDITIONAL PLEAS

18. That the suit of the plaintiff is totally based on false narration of facts, unwarranted by law. Hence it is liable to be dismissed.

19. That alleged oral family settlement held on 31/3/97 and reduced to writing on 26/12/97 is totally false and fictitious, no such family settlement was arrived at as pleaded in the



E. D. Agarwal

S. D. Agarwal
S. D. Agarwal

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properties 2, 4, 6 and 7 described in schedule A of the plaint, but still they are unpartitioned and the answering defendant is the absolute owner of property no. 5 described in schedule A of the plaint, which was purchased by him individually and was never a property that belonged to the joint Hindu family and was not purchased with the assets of the joint Hindu family or from the nucleus of joint Hindu family fund, and therefore, the relief sought in the plaint can not be granted as prayed for. It is further submitted that property no. 1 of schedule A i.e. house number B. 20/44-A-3 Bhelupur, Varanasi is admitted by the plaintiffs to be owned by defendant no.1, hence no comment or reply is needed on this point. It is further submitted that after the death of Sri Hiralal Saraf, the plaintiff Sri Govind Ji Agrawal being the eldest son, was the Karta and Manager of the joint Hindu family consisting of two brothers, mother and their children. The alleged family settlement was never acted upon on this ground also that the plaintiff himself had always denied any family partition before the Income Tax Authorities and returns of Hiralal Saraf HUF were regularly filed by the plaintiff as Karta.

20. That the alleged family settlement was never acted upon as submitted earlier and therefore it is a fictitious document and no relief for mutation of the plaintiff's name over the properties detailed in schedule A can be granted. It is apparently proved that according to plaintiffs, about 13 years

Govind Agrawal R.P. Agrawal



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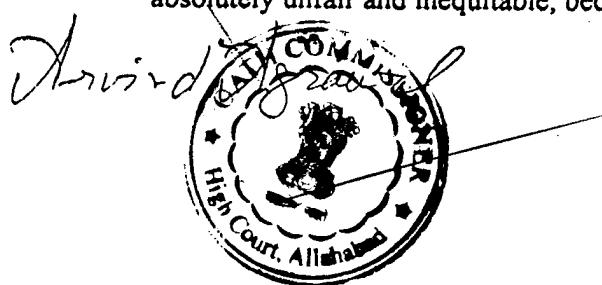
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have passed to the alleged family settlement, but it was never acted upon and the plaintiff had never got his name mutated accordingly, hence the alleged family settlement is a waste paper and the plaintiffs themselves had never cared to act upon in terms of the alleged family settlement and therefore on this ground alone, the suit is without right and is liable to be dismissed under order 7, rule 11. C.P.C.

21. That the suit is barred by article 58 of Indian Limitation Act.

22. That the suit of the plaintiff is barred by section 34 of the Specific Relief Act, because the declaration has been sought regarding his entitlement to get mutation of their names in respect of the properties came in their share. Because mutation is a follow up of the ownership and no such declaration has been sought that they should be declared owners of the properties in suit. Hence, the relief sought that the family settlement dated 31/3/97 and 26/12/97 are binding on the parties can not be granted under section 34 of the Specific Relief Act. Hence, on this ground alone, the suit is not maintenable.

23. That on the alleged family settlement dated 26/12/97, the plaintiffs got signature of defendant no. 1, putting undue pressure and influence on the answering defendant, which is apparent by bare reading of the alleged family settlement and distribution of properties in inequitable manner among two real brothers, i.e. plaintiff no. 1 and defendant no 1. and the distribution of properties itself speaks that it was absolutely unfair and inequitable, because the plaintiff got



R. P. Agarwal
Advocate

AAE

allotted all the 4 properties and 2 businesses of late father in his favor to the total exclusion of the defendant no. 1 and took absolutely all the ancestral jewellery himself without disclosing or delivering any such jewellery to the defendant no. 1. Hence, it can not be relied upon as a basis of suit to claim any relief prayed for in the present suit. The plaintiff has no right to demand from the answering defendant to vacate the ancestral residential house bearing number Ck 43/23, Rajadarwaja, Varanasi and without giving any share in the ancestral jewellery further demanding jewellery from this defendant and demanding illegally shares of Private Limited Company, Company directorship and consultancy fees is totally false and illegal and all such steps are taken simply to harass the defendant and to terrorise the defendant when all such demands are false and unwarranted by law, and on this ground alone, the suit is liable to be dismissed. It is also material to mention here that wife of the defendant no. 1, Smt. Mridula Rani, by putting undue pressure, has also been illegally impleaded as party in the alleged family settlement when she has got no share in the property in suit, and on the alleged family partition deed this defendant no. 1 was forced to sign individually in lieu of the signature of Mridula Rani. As such, the alleged family settlement is the result of fraud, misrepresentation and undue pressure on the answering defendant no. 1

24. That in the alleged family settlement, the recital at page no

9 that if there is any dispute regarding the terms and

Dinind Agarwal

R.P. Agarwal
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conditions of the settlement, the same shall be referred to the arbitrator, speaks a lot about the ungenuineness, uncertainty and illegality of the document and that it was written under pressure, duress and fraud and was not the result of the free will of defendant no. 1.

25. That the suit is barred by principle of estoppel and acquiescence.

26. That the suit is bad for misjoinder of parties i.e. defendant numbers 2 and 3.

27. That the suit for declaration as prayed for is not maintainable and is liable to be dismissed.

28. That the suit is without right and is liable to be dismissed under Order 7, Rule 11, CPC.

29. The suit is liable to be dismissed with cost.

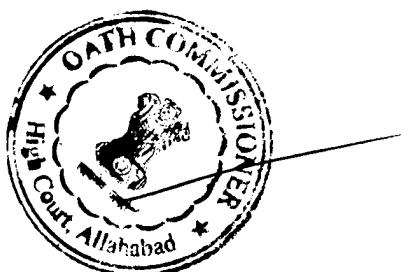
Arvind Agrawal

Verification

I, Arvind Agrawal, Defendant Number 1, verify that the contents of the paras 1 to 24 and 29 are true to my personal knowledge and contents of paras 25, 26, 27, 28 are true on the basis of legal opinion given to me which I believe to be true

Verified on 15-2-11 at Civil Court, Varanasi.

15-2-11



AAJ

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In the Court of Civil Judge (Senior Division)
C.S. No. 159 of 2010
Grounds of Appeal by another vs Arvind Agrawal

In the Court of Civil Judge (Senior Division)

Court No. 2 Varanasi

Suit No. 259 of 2010

GOVIND JI AGRAWAL and another

vs

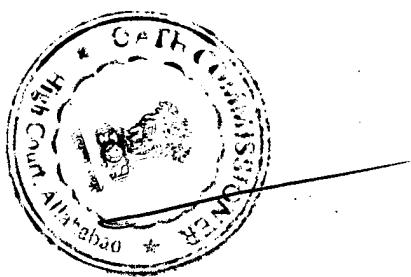
ARVIND AGRAWAL and others

WRITTEN STATEMENT of behalf of Defendant number 3,

ABHIJIT AGRAWAL:-

1. That para 1 of the plaint is admitted, but the pedigree given in the plaint is incomplete, because names of daughters are not given purposely.


Abhijit Agrawal
18/02/2013





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- 38/2
2. That para 2 of the plaint needs no detailed comment.

 3. That the story of oral settlement alleged in para 3 is denied, and if it was subsequently reduced into writing on 26/12/1997, it is absolutely false and fictitious document and the answering defendant is not a party to that document alleged to be executed on 26/12/1997. Hence, the answering defendant strictly denies its execution and validity and it has got no legal value and it will not be read in evidence.

 4. That para 4 of the plaint is denied.

 5. That para 5 of the plaint is strictly denied and the allegation made that the family settlement took place between the parties on 31/03/1997 and was reduced to writing on 26/12/1997 is totally false and meaningless and carries no legal weight in the eye of law and the answering defendant is not bound by any such agreement, if arrived at between the parties and reduced to writing as falsely alleged by the plaintiffs. For all purposes, it shall be deemed to be waste paper and the

N.H.
Raman
ACW
18/03/2013



In the Court of C.R.C.P. No. 38/2
 C.S.W. No. 159 of 2010
 Gauravji Patelwadi & another vs Anil Patel R.P.

A.M.J.

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suit of the plaintiffs filed on the basis of alleged family settlement is not main tenable and is liable to be dismissed.

6. That para 6 of the plaint is strictly denied and the plaintiffs who have relied upon family settlement created on 31/03/1997 and 26/12/1997 and their assertion of rights on the basis of alleged family settlement is totally misconceived and unwarranted by law. It is waste paper, it carries no legal weight and the claim of the plaintiffs on the basis of family settlement as mentioned in para 6 of the plaint and in its sub-paras are totally false and the answering defendant strictly denies its validity. They are not admissible in evidence and are fabricated for the purpose of the present suit, because in the properties in suit, the answering defendant has got his legal rights by birth and he was not added as party to the aforesaid alleged family settlement and in the present suit he has been added as defendant no. 3 without showing any cause of action against him. Hence, on this ground alone, the present suit is baseless and without right. The division of property


Oath Commissioner
16/02/2013

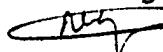


In the court of C.R.(S.P.) Varanasi
O.S. No. 259 of 2010
Genuinely executed on behalf of Plaintiff
in the cause

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mentioned in the plaint and their allotment among different persons who are the successors of Late Kanhaiyalal Saraf, who was the Great Grand Father of the answering defendant, and Late Makundlal Saraf, who was Great Grand Father of the answering defendant, and the entire properties were ancestral by nature and the answering defendant also got a valid share in all the properties, and if any settlement called family settlement was arrived at among the alleged co-sharers excluding the answering defendant, that family settlement is a waste paper and the plaintiffs can not take benefit thereof to serve their malafide intention to usurp the share and profit in all the property in which the answering defendant has also got share by birth. Therefore, all allegations made in the plaint regarding family settlement and division of properties, are totally false and unwarranted by law.

7. That para 7 of the plaint is strictly denied. The execution of alleged family settlement is strictly denied, and if any such family settlement took place between the parties, as alleged in the plaint, it is not according to


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Raw
18-02-2013





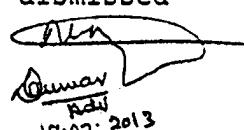
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law, it is not admissible in evidence, and such family settlement is absolutely a fictitious and fabricated document and it carries no legal value, and if the aforesaid suit has been filed on the basis of that, it is liable to be dismissed.

8. That para 8 of the plaint needs no comment.
9. That para 9 of the plaint is denied. Plaintiffs got no cause of action to file the present suit on the basis of so called family settlement and the suit of the plaintiffs is liable to be dismissed at this very stage.
10. That para 10 of the plaint is denied.
11. That para 11 of the plaint is denied.
12. That para 12 needs no comment, except the fact that no cause of action arose to file the present suit.
13. That para 13 of the plaint is denied.
14. That para 14 of the plaint is denied. The plaintiffs are not entitled to get any relief as prayed for as prayed in para 14 of the plaint and the suit is liable to be dismissed with cost.


Dewan
Adv
18/02/2013





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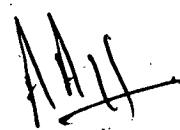
ADDITIONAL PLEAS

- 106
15. That the suit filed by the plaintiffs impleading defendant no. 3, Abhijit Agrawal, without showing any cause of action against him, or alleging in the plaint why the defendant no. 3 has been impleaded in the plaint and what relief is sought against him, the aforesaid suit filed against defendant no. 3, is totally unwarranted by law, without any cause of action, and is liable to be dismissed with special cost to the answering defendant.
16. The the answering defendant was minor when the alleged family settlement took place and because the answering defendant was not added as party to the alleged family settlement hence it has got no legal effect for title and interest of the answering defendant which he got by birth in the ancestral properties as such so called family settlement is totally false, collusive and self fabricated and got no legal effect on the rights and title of the answering defendant and without seeking any relief against the answering defendant have added party to the answering defendant simply to harass the answering defendant. The suit and family settlement is totally a self created document and is totally unwarranted by law and has got no effect regarding the title and interest of the answering defendant which he got in-dependently in all the

Ajay
Suman
 18/02/2013

*KM*

15. That the suit filed by the plaintiffs impleading defendant n. 3, Abhijit Agarwal without showing any cause of action against him, or alleging in the plaint why the defendant no. 3 has been impleaded in the plaint and what relief is sought against him, the aforesaid suit filed against defendant no. 3, is totally unwarranted by law without any cause of action, and is liable to be dismissed with special cost to the answering defendant.
16. That the answering defendant was minor when the alleged family settlement took place and because the answering defendant was not added as party to the alleged family settlement hence it has got no legal effect for title and interest of the answering defendant which he got by birth in the ancestral properties as such so called family settlement is totally false, collusive and self fabricated and got no legal effect on the rights and title of the answering defendant and without seeking any relief against the answering defendant have added party to the answering defendant simply to harass the answering defendant. The suit and family settlement is totally a self created documents and is totally unwarranted by law and has got no effect regarding the title and interest of the answering defendant which he got in-dependently in all the



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ancestral properties, hence the answering defendant is entitle to special cost.

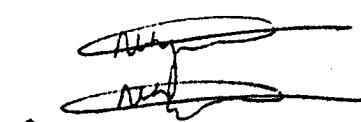
17. That at the time of alleged family settlement the answering defendant was minor and was school going student and if the defendant no. 1 under any influence or by miss-representation had signed any family settlement it is a vest paper and is not binding upon the answering defendant.
18. The suit of the plaintiff is liable to be dismissed with cost.

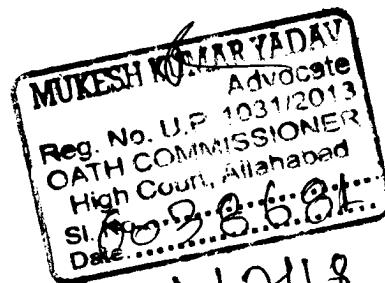

Abijit Agrawal
18/02/2013

Verification

I, Abijit Agrawal, the defendant no. 3, hereby verify that the contents of this Written Statement from Para 1 to 18 are true to best of my personal knowledge. Verified this on 18th day of February, 2013 at Civil Court, Varanasi.

Date : 18-02-2013


Abijit Agrawal
Defendant no. 3
18-02-2013



18-02-2013

Abijit



ancestral properties hence the answering defendant is entitle to special cost.

17. That at the time of alleged family settlement the answering defendant was minor and was school going student and if the defendant no. 1 under any influence or by miss-representation had signed any family settlement it is a vest paper and is not binding upon the answering defendant.
18. The suit of the plaintiff is liable to be dismissed with costs.

Sd/-

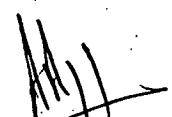
Dated-18.2.2013

Verification

I, Abijit Agarwal, the defendant no. 3, hereby verify that the contents of this Written Statement from Para 1 to 18 are true to best of my personal knowledge. Verified this on 18th day of February, 2013 at Civil Court, Varanasi.

Dated:- 18.2.2013.

Sd/-



162

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (5)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

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In the Court of Civil Judge (Senior Division)

Court No.2 Varanasi

Suit No. 259 of 2010

Gowind Ji Agrawal and another

Vs

Arvind Agrawal and others

written statement on behalf of Defendant number 2 Mridula Rani

1. That para 1 of the plaint needs no comment.
2. That para 2 of the plaint needs no comment.
3. That para 3 of the plaint is denied. The answering defendant has no knowledge about any family settlement or its writing dated 26/12/97 as alleged in the plaint.
4. That para 4 of the plaint is not admitted. The answering Defendant no. 2 has no individual right or interest in the immovable properties described in the schedule A of the plaint. But she got shares in the businesses carried on in the name of Kanhaiya Hotels Private Limited and Govind Cold Storage. Kanhaiya Hotels Private Limited is a Private Limited Company and the Defendant no. 2 has got shares in it and in Govind Cold Storage, which was a partnership firm, she got 40% share. Any statement contrary to this made in para 4 of the plaint is incorrect.
5. That the facts alleged in para 5 of the plaint is contrary to the statement made in para 4 of the plaint, because, according to plaintiffs, it has been repeatedly asserted that oral family settlement

P. P. Adv.
22/3/11

Mridula Rani



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took place on 31/3/97, which was finally reduced to writing on
26/12/97. Hence, after the aforesaid writing, again this allegation in
para 5 of the plaint that thereafter disputes and differences again arose
between the plaintiffs and defendants in respect of the properties
mentioned in schedule A of the plaint, hence a family settlement took
place between them on 31/3/97, which was subsequently reduced to
writing on 26/12/97, is nothing but false and depicts the malicious
intention of the plaintiffs to create a false story of family settlement
and to file the present suit emplaeing the answering Defendant as
party to the present suit as Defendant no. 2. The answering defendant
has no knowledge about any family settlement dated 31/3/97 or its
writing dated 26/12/97 as alleged in the plaint. The alleged family
settlement dated 31/3/97 was neither brought to the knowledge of
Defendant no. 2 Mridula Rani, nor she had signed over the alleged
Memorandum of Settlement and Oral Partition dated 26/12/97. But
after the aforesaid suit was filed and before filing the W.S. when she
got inspection of the file of the suit, she was informed by her counsel
that in the alleged Family Settlement reduced to writing on 26/12/97,
name of Mridula Rani has been mentioned and she is the party in the
said Family Settlement and she has also been empledaded in the
present suit as such. But she has not signed over it. And therefore, if
by any reason, instead of signature of Mridula Rani, her husband
Arvind Agrawal has signed, who is not her authorized agent, it has got
no legal value and shall be presumed under law that some
manipulation was committed or act of pressure or undue influence
was done, when under law, she has got no interest in the Joint Hindu
Family property and the alleged Family Settlement relates to Joint

*OBJS/MA
29/3/11 Mridula Rani*



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Hindu Family properties and businesses, and therefore, if Defendant no. 2 has been added as party to the alleged Memorandum of Settlement and Oral Partition, it carries no legal value and the plaintiffs can not take the benefit thereof against the answering Defendant Mridula Rani.

6. That para 6 of the plaint with its sub-paras mentioned in the plaint are denied.
7. That para 7 of the plaint is denied. The answering Defendant had never signed any such deed and therefore, she can not be held responsible to follow its terms and the terms written therein are not binding on her. It is further made clear that the alleged writing dated 26/12/97 giving nomenclature of Memorandum of Settlement and Oral Partition is not admissible in evidence and no relief can be sought accordingly.
8. That para 8 of the plaint needs no comment.
9. That para 9 of the plaint is strictly denied.
10. That para 10 of the plaint is denied.
11. That para 11 of the plaint is denied. The plaintiffs have got no cause of action to file the suit on the basis of alleged oral family settlement dated 31/3/97, which is alleged to be written on 26/12/97.
12. That para 12 of the plaint is partly denied. The plaintiffs have got no cause of action to file the present suit against Defendant no. 2 emplaeing her as party to the suit and defendant no. 3 does not live in Varanasi since last more than 4 years.
13. That para 13 of the plaint is denied. The valuation of the suit which has been done at Rs 50 lacs is incorrect and court fees paid is insufficient.



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on the basis of alleged family settlement written on 26/12/97 is not maintainable and no decree can be passed and the suit is liable to be dismissed with cost.

166

ADDITIONAL PLEAS

15. That the suit filed is based on misconceived facts and unwarranted by law, hence it is liable to be dismissed.

16. That the alleged family settlement reduced to writing on 26/12/97 is not admissible in evidence because it is not registered. That the alleged family settlement does not come within the category of family settlement, but it is a partition deed alleged to be executed between the parties with terms and conditions laid down therein and the matter involved in the alleged family settlement executed on 26/12/97 is related to the partnership business and of the Private Limited Company which has been incorporated under Indian Companies Act, which can not be subject matter of family settlement. Hence, on this ground alone the suit is not maintainable and is liable to be dismissed.

17. That the alleged family settlement written on 26/12/97 was not signed by the answering defendant. Hence she is not bound by the terms and conditions written therein and if the husband of the answering defendant in collusion with the plaintiffs or under pressure of the plaintiffs and their associates had signed over the alleged family settlement dated 26/12/97 in his individual capacity, it has got no legal effect on the rights and title of the answering defendant, but it is a fraud committed to her to disentitle her from her legal rights. Hence the suit is bad for misjoinder of parties.

 22/3/11 Mridula Rani



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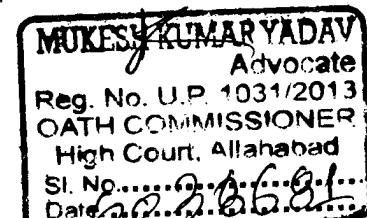
18. That the suit is barred by time and is liable to be dismissed because the alleged family settlement dated 31/3/97, alleged to be written on 26/12/97 was not acted upon at any point of time. Hence the plaintiffs have no right to file the present suit.
19. That the suit of the plaintiffs is barred by section 5 of Indian Arbitration Act and this court has no jurisdiction to try the present suit.
20. That the present suit is bad for misjoinder of this defendant as well as of defendant no.3
21. That the suit is barred by principle of estoppel and acquisance.
22. That the suit has been filed without right and is barred by law, hence the suit is liable to be dismissed under Order 7, Rule 11, C.P.C.
23. That the plaintiffs are not entitled to get any relief prayed for against the answering defendant.
24. The suit of the plaintiffs is liable to be dismissed with special cost to this defendant.

Mridula Rani

VERIFICATION

I, Mridula Rani, Defendant No. 2, verify that the contents of the paras 1 to 18 and 24 of written statement are true to my personal knowledge and contents of paras 19 to 23 of written statement are true on the basis of legal opinion which I believe to be true. Verified on 22nd day of March 2011 at Civil Court, Varanasi

yogendra prasad
22/3/11 Mridula Rani
22/3/2011



Dated 22.03.2011

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IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (6)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

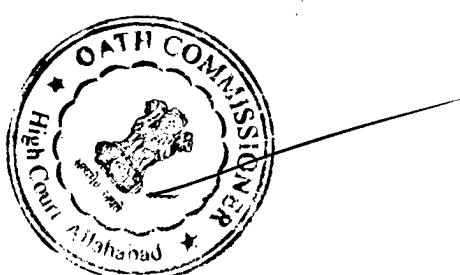
And another. ----- Plaintiffs/Revisionists.

Versus

Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

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IN THE COURT OF HInd Addl. CIVIL JUDGE (Sr. Div.),

VARANASI

O.S. No. 259 of 2010

Govindji Agrawal & another Vs. Arvind Agrawal & others

Application U/o 6 Rule-17 r/w Sec. 151 CPC.

The Plaintiffs submit as under:—

- (1) That upon the application no. 65-A of the plaintiffs, the defendants no. 4 and 5 have been arrayed as formal party to the suit without seeking any relief against them.
- (2) That against the said application 65-A defendants preferred their objections as 67C and 69C.
- (3) That in the said objection defendants no. 1, 2 & 3 did not raise any objection as to correctness/incorrectness of the address of the formal defendants no. 4 & 5.
- (4) That the said amendment application was allowed by the Hon'ble Court by order dated 22.05.2015 and accordingly desired amendments were incorporated in the plaint and subsequently in compliance of order of the Hon'ble Court, summons were issued to the newly added defendants no. 4 & 5 at their address given in the plaint.
- (5) That since summons after were not received back, the counsel for the defendants disclosed that the newly added defendants do no longer reside at the address given in the



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plaint rather reside at their another House No. C. 27/273,
5 Das Nagar, Maldahia, Varanasi.

- (6) That in the abovenoted case in Para-3 of the Plaintiff it has been specifically averred that with respect to the Estate of Late Mukund Lal Sarraf between his heirs mentioned in the pedigree in the plaint, an oral settlement took place, the terms etc. whereof were subsequently reduced in writing on 26.12.1997 resolving all the disputes amongst themselves.
- (7) That as per the above oral settlement certain properties detailed and described in Schedule-'A' given at the foot of the plaint, fell to the share of the heirs of late Hira Lal Sarraf i.e. the Plaintiffs no. 1 & 2 and Late Smt. Anjana Agrawal W/o Govindji Agrawal and the Defendants No. 1 & 2, jointly.
- (8) That thereafter some disputes and differences further arose between the heirs of late Hira Lal Sarraf which was also resolved by Oral Family Settlement amicably on 31.03.1997. In regard to this settlement, too, Memorandum dated 26.12.1997 was made and executed.
- (9) That the First Settlement was given effect to and acted upon, to the knowledge of the parties to this suit, in full.
- (10) That this suit has been filed seeking declaration that the Memorandum of Settlement dated 26.12.1997, made pursuant to second oral family settlement dated



111

31.03.1997 is a lawful and valid settlement and binding upon the parties i.e. the plaintiffs and the defendants no. 1 to 3 to the present suit.

- (11) That all the three defendants no. 1 to 3 have filed their written statement separately specifically denying about the knowledge of the first oral family settlement dated 31.03.1997 followed by Memorandum dated 26.12.1997 executed in pursuance thereof although signed and executed by the defendant no. 1, as self and Power of Attorney holder of his wife, defendant no. 2, since Defendant no. 3 was minor at the time of settlement he was not made party to the settlement.
- (12) That it is relevant to mention that all the defendants are in collusion with one and other and even the defendants no. 4 & 5 are fully aware of the pendency of this case and its proceedings, yet they are not putting in their appearance.
- (13) That it is also important to mention that the defendants no. 4 & 5 after having learnt of this case, contacted the plaintiffs and categorically stated that since their interest is not in dispute and subject matter of the suit, they are least concerned with the participation in the suit.
- (14) That in view of above seeing malafide of the defendants no. 4 & 5 in collusion with the defendants no. 1 to 3, it has been advised that an alternative relief is also sought in the



plaint: So that controversy involved in the suit is finally adjudicated upon and settled.

- (15) That till now trial in the suit has not commenced.
- (16) That there are some typographical mistakes too crept in the plaint, which need correction.
- (17) That the trial/hearing in the suit has not commenced as yet.
- (18) That in the circumstances, it is proper and necessary in the interest of justice that the plaintiffs are permitted to amend the plaint as desired below.

It is, therefore, prayed that the Hon'ble Court be pleased to permit the plaintiffs to amend the plaint as desired below, so that justice be done.

DESIRED AMENDMENT

- (a) In the array of parties after the name and description of the defendants no. 4 & 5 their another address "and C. 27/273, **Das Nagar, Maldahiya, Varanasi**" be added.
- (b) In the first line of para-9 of the plaint the word "are" be deleted.
- (c) In Para-14(a)'s the sixth line in between the words "the" and "family" the word "**second**" be added and the seventh line the word "and" be substituted by matter "**subsequently reduced into writing on**" and in the eleventh line for the word "parties" the matter "**plaintiffs and defendants no. 1 to 3**" be written and in the sixth line between the words "the" and "family" the matter "**second oral**" be added.
- (d) In third line of para-11 in between the words "the" and "family" the matter "**second oral**" be added and in the fourth



A.M.F

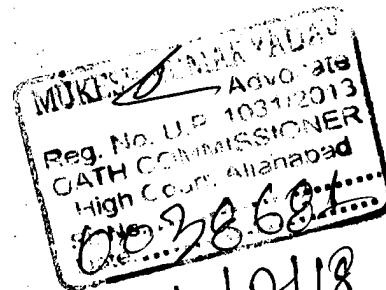
line the matter "subsequently reduced into writing" be substituted for the word "and".

- (e) In the second line of para-8 the word "having" be substituted by "leaving".
- (f) In the third line of para-9 and in the fourth line of para-10 in between the words "said" and "family" the matter "**second oral**" be added.
- (g) At the end of sub-para (a) of para-14 the matter "**or in alternative by means of decree it be declared that the first oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 and the second oral family settlement dated 31.03.1997 subsequently reduced into writing on 26.12.1997 are both ineffective, inoperative and waste papers or both are lawful valid and effective documents, as the second oral family settlement owes its genesis to the first oral family settlement**", be added.

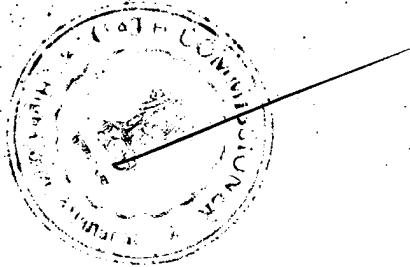
VERIFICATION

I, **Govind ji Agrawal**, Plaintiff no. 1, do hereby verify that the contents of this Amendment application from Para-1 to 16 along with amendment sought partly are true to my personal knowledge and partly based on legal advice which I believe to be true. No part of it is false and nothing material has been concealed. Verified on this the 17th day of February, 2016 in Civil Court Compound, Varanasi.

PLAINTIFFS



1/2/18



114

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (7)

IN

AFFIDAVIT

IN

CIVIL MISC. STAY APPLICATION NO. OF 2018

(Under Section 151 Code of Civil Procedure)

IN

CIVIL REVISION NO. OF 2018

(Under Section 115 of Code of Civil Procedure)

(DISTRICT: VARANASI)

Govind Ji Agarwal

And another. ----- Plaintiffs/Revisionists.

Versus

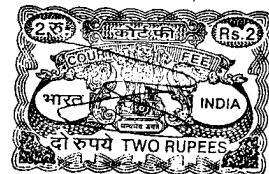
Arvind Agrawal

And others. ----- Defendants/Opposite Parties.

// COPY ATTACHED //



AAH



objection.

A7

~~BIC~~

IN THE COURT OF CIVIL JUDGE (SENIOR DIVISION)

COURT NO. 2 VARANASI

Suit No. 259 of 2010

Govind Ji Agrawal and another

Versus

Arvind Agrawal and others

The plaintiff has filed an application Under Order 6 Rule 17 C.P.C. seeking amendment in the plaint against which the aforesaid defendants ~~not~~ got the following objections:-

- 01- That the aforesaid suit has been filed for declaration alleging the properties mentioned and detailed at the end of the plaint were finally settled and partitioned amicably. As such, according to the plaint allegations and relief sought, nothing is left to be partitioned by the court by passing a decree of partition and plaint allegations are made to support the plaintiffs' contention regarding the partition held among the co-sharers.



4/3/12

AMJ

~~8/2~~

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- 02- That by the proposed amendment, as mentioned in Para "g" of Para "Desired Amendment" it has been alleged that or in alternative by means of decree it be declared that the first oral finally settlement dated 31-03-1997 subsequently reduced into writing on 26-12-1997 and the second oral family settlement dated 31-03-1997 subsequently reduced into writing on 26-12-1997 are both ineffective, inoperative and waste papers, or both are lawful valid and effective documents.
- 03- That the aforesaid amendment sought and the language used that either both the settlements are ineffective or both the settlement are valid cannot be pleaded at the same time, because both are contrary to each other. As such, the proposed amendment cannot be allowed.
- 04- That the amendment sought in Para 14 "a" of the plaint cannot be allowed under law, because in Para 3 of the plaint, admission has been clearly made that the family

AA
4.3.92

AMX

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3

settlement took place among the co-sharers of the properties of Late Mukundlal Saraf and was reduced into writing on 26-12-1997 and was given effect to and had been acted upon and in this way, according to the plaintiff's admission, there is no dispute regarding family settlement held between the heirs of Late Mukundlal Saraf. And therefore, against their own admission in para 3 of the plaint, this plea cannot be incorporated by amendment that both the settlements be rejected as waste papers or both are lawful and valid documents.

- 05- That the aforesaid suit has been filed for declaration with the allegation that family settlement took place among the family members of late Hirralal Saraf. Regarding properties of Late Mukundlal Saraf there is no dispute. And Balram Das Saraf and his family members got no interest in the properties of Late Hirralal Saraf. And therefore, amendment sought in the plaint by adding a new para that

P.W.
4.3.19

M.H.

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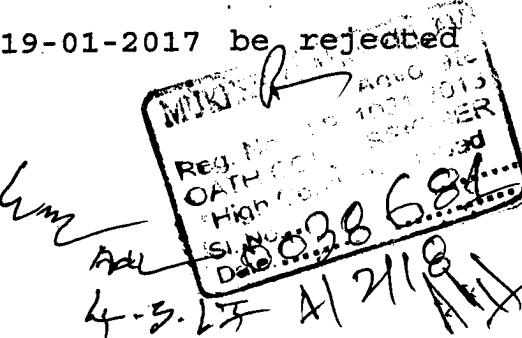
family settlement written on 26-12-1997 are both ineffective, inoperative and waste papers or both are lawful, valid and effective documents as alleged cannot be allowed, because the amendment sought and fact mentioned therein are contrary to each other and any party seeking amendment cannot impose a condition that either accept both documents reduced to writing or both are ineffective, inoperative and waste papers. As such, the proposed amendment is inconsistent and contrary to law and cannot be allowed.

06- That the present application has been filed with malafide intention only to delay the proceedings of the suit and as such liable to be rejected.

PRAYER

It is, therefore, prayed that amendment application 79Ka dated 19-01-2017 be rejected and justice be done.

Date:- 4/3/17





Signature

VAKALATNAMA

In the High Court of Judicature at Allahabad

Civil Revision No. Writ No. of 2018 Distt. Varanasi
Appellant/Applicant

Govind Ji Agarwal and others
Petitioner/ Plaintiff

VERSUS

Respondent

Govind Agarwal and others
Opposite Parties

I/We 1- Govind Ji Agarwal Aged about 62 Years S/o Late
Him Lal S/o & 2- Anup Agarwal Aged about 40 Years
S/o Shri Govind Ji Agarwal R/o H. No C.K-43123

Residence...Mahananda Rajdhariwala Varanasi City

Appellant / Pétitioners / Applicant / Respondents in the above Appeal/Petition/Application/Revision do hereby appoint and retain

Signature

Signature

Witness

Ashish Kumar Srivastav

Advocate High Court

Enrolment No. U.P. 12934/2000

Advocate Roll No. A/A-1296/12

Chamber No. 76, Lawyer's Chamber High Court, Allahabad

Residence / Office : Saraswati Bhawan' 164, Sohbatiyabagh, Allahabad

Phone : 0532-2434994, Mobile : 9839339246

to act and appear for me/us in the above Petition / Suit/Appeal/Reference/Revision and on my/our behalf to conduct and prosecute or (defend) the same and all proceedings that may be taken in respect of any Application connected with the same or any decree or order passed therein, including proceedings in taxation and applications for Review, to file and obtain return of documents, and to deposit and receive money on my/our behalf in the said Suit/Appeal/Petition Reference and in Applications or Review and to represent me/us and to take all necessary steps on my/our behalf in the said suit/ Appeal/Petition/Reference and in applications are review and to represent me /us and to take all necessary steps on my/our behalf in the above matter. I/we agree to rectify acts done by the aforesaid advocate in pursuance of this authority.

I/We appoint the said lawyer(s) with the above-mentioned authorities after settling the fee and agree whatever shall be done by the said lawyer(s) in connections with the said proceedings shall be binding on me/us.

"Accepted on the strength of the signature of the attesting witness."

Witness
Name: Nandan Singh (Lawyer)
Ch. No. 7
High Court

ACCEPTED

(Ashish Kumar Srivastav)

Advocate High Court

Counsel for the Revisionist
Dated.....12/18.....



STOOG

High Court
Allahabad

GOVERNMENT OF UTTAR PRADESH
e-Court Fee

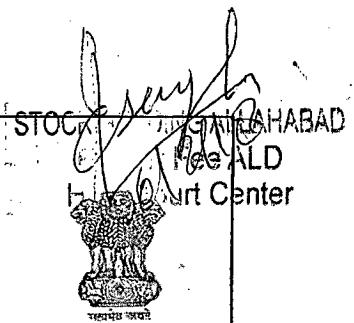
DATE & TIME : 02-FEB-2018 12:37:39
NAMES OF THE ACC/ REGISTERED USER : SHCIL UTTAR PRADESH
LOCATION : Allahabad
NAME OF LITIGANT : GOVIND JI AGARWAL
e-COURT RECEIPT NO : UPCT0229B1837M461
e-COURT FEE AMOUNT : ₹32
(Rupees Thirty-Two Only)

Particulars	Amount (Rs.)
Memo	₹ 10
Stay Application	₹ 5
Delay Condonation Application	₹ 0
Affidavits	₹ 10
Vakalatnama / Parcha	₹ 5
Misc Applications	₹ 0
Other Annexures, if Any	₹ 2



UPCT0229B1837M461

Statutory Alert : The authenticity of this e-Court fee receipt should be verified at www.shcilestamp.com . Any discrepancy in the details on this receipt and as available on the website renders it invalid. In case of any discrepancy please inform the Competent Authority. This receipt is valid only after verification & locking by the Court Official.



GOVERNMENT OF UTTAR PRADESH
e-Court Fee

DATE & TIME : 06-FEB-2018 14:49:29
NAME OF THE ACC/ REGISTERED USER : SHCIL UTTAR PRADESH
LOCATION : Allahabad
NAME OF LITIGANT : GOVIND JI AGARWAL AND OTHERS
e-COURT RECEIPT NO : UPCT0613B1849O171
e-COURT FEE AMOUNT : ₹ 5
(Rupees Five Only)

Particulars	Amount (Rs.)
Memo	₹ 0
Stay Application	₹ 0
Delay Condonation Application	₹ 0
Affidavits	₹ 0
Vakalatnama / Parcha	₹ 0
Misc Applications	₹ 0
Other Annexures, if Any	₹ 5



Statutory Alert : The authenticity of this e-Court fee receipt should be verified at www.shcilestamp.com . Any discrepancy in the details on this receipt and as available on the website renders it invalid. In case of any discrepancy please inform the Competent Authority. This receipt is valid only after verification & locking by the Court Official.

NOTICE

Hon'ble Court has been pleased to implement the following amended Proforma for Fresh Filing with immediate effect. Learned Counsels are requested to fill up the amended Proforma for Filing at the time of filling of Fresh Case/Application.

Sd/-
Registrar General
21-03-2017

PROFORMA FOR FRESH FILING

1. Category
2. Cognizable by District
4. Petitioner /Appellant/Applicant
5. Respondent
6. Petitioner's Advocate Name & Roll No.
7. Respondent's Advocate Name & Roll No.
8. Notice No. (If any)
9. Court Fee Paid
10. No. of Affidavits attached

CRIME DETAILS (If Any)

11. Crime No. & Year
12. Under Section
13. Police Station & Crime District

Lower Court / High Court DETAILS (If Any)

14. Lower / High Court Case No. details
15. Lower / High court order date
16. Lower / High Court order passed by

EXTRA PARTIES & ADVOCATES (Add additional sheet if required)

17. Extra Parties (Petitioner)(Mob./email)
18. Extra Parties (Respondent)(Mob./email)
19. Extra Advocates (Pet)(With Roll No.)
20. Extra Advocates (Res)(With Roll No.)

ACTS & SECTIONS (Mandatory)

21. Title of Act involved (Center/State)
22. Sections
23. Title of Rule involved (Center/State)
24. (i) Vires of Acts/Rule challenged (Yes/No) Act _____ Rule _____
- (ii) Particulars of cases involving similar/identical challenge _____
25. Remarks (If any)

APP
Advocate's Name & signature

FOR STAMP REPORTER OFFICE USE ONLY

CNR No. (Unique ID) _____

Date of Reporting _____



AF0001796230