

BEFORE THE SUPREME COURT SPECIAL LOK ADALAT
PROCEEDINGS OF

Petition(s) for Special Leave to Appeal (C) No(s). 280/2025

[Arising out of impugned final judgment and order dated 08-11-2024 in MISCA No. 7839/2024 passed by the High Court of Madhya Pradesh at Indore]

PALM DEVELOPERS & ORS.

Petitioner(s)

VERSUS

MAMMU PATEL & ORS.

Respondent(s)

Date : 23-08-2026

PRESENT: HON'BLE MR. JUSTICE K.V. VISWANATHAN
HON'BLE MR. JUSTICE ARUN PALLI
DR. ADITYA SONDHI, SENIOR ADVOCATE
MS. N.S. NAPPINAI, SENIOR ADVOCATE
MS. SHRIYA MAINI, ADVOCATE-ON-RECORD

For Petitioner(s) : Mr. Shatayu Patil, Adv.
Ms. Pankhuri Bhardwaj, AOR

For Respondent(s) : Mr. Mahfooz Ahsan Nazki, AOR
Mr. Mohammad Ibrahim, Adv.
Mr. Pranav Diesh, Adv.
Mr. Vivek Rajan D.b, Adv.
Ms. Nazarat Fatima, Adv.
Ms. Bhavana Duhoon, AOR
Mr. Praveen Chaturvedi, AOR

A W A R D

1. We have heard Mr. Shatayu Patil, learned counsel appearing for the petitioner(s) and Mr. Vivek Rajan, learned counsel appearing for the respondent(s).

2. The learned counsel reported that the main suit itself has been disposed of in terms of the settlement arrived at *vide* Memorandum of Understanding (MoU) dated 28.08.2025.

The terms of settlement are reproduced as under:

"1. Family Partition of 1993:

That under a family partition deed dated 28.07.1993, agricultural land situated at Patwari Halka No. 39, Gram Jhallaria, Tehsil Kanadia (earlier Tehsil Indore), District Indore, Survey Nos. 2/2 and 4/1, also known as "Imli Wala Khet" measuring 40 Bighas, was divided as follows:

- 20 Bighas with one-third share in the land was allotted to the First Party.
- 20 Bighas with one-third share in the land was allotted to the Second Party.

The Second Party has subsequently entered into agreements with Palm Developers (through partners Suyash Maheshwari, Sumit Mantri, Aman Patel S/o Second Party, and Sofia Patel W/o Second Party). It is mutually acknowledged and agreed that the First Party has no claim, right, or interest in the said land or agreements, and the First Party shall not interfere in any manner with the said arrangements.

2. Land at Village Hingonia:

That the land situated at Village Hingonia, Tehsil Indore (now Tehsil Kanadia), District Indore, bearing:-

- Khasra No. 10/2 admeasuring 1.432 Hectares; and
- Khasra No. 11/1 admeasuring 0.470 Hectares;

Total: 1.902 Hectares, was jointly purchased under a registered sale deed dated 10.01.2007 in the names of:

1.Dr. Mrs. Fatima Patel, W/o First Party; and

2.Mrs. Sofia Patel, W/o Second Party,

with each holding an equal 50% undivided share.

It is hereby expressly acknowledged that Mrs. Sofia Patel (W/o Second Party) has already relinquished and surrendered her 50% share in the aforesaid land in favour of Dr. Mrs. Fatima Patel (W/o First Party) vide an agreement dated 25/08/2025, Accordingly:-

- Dr. Mrs. Fatima Patel is and shall remain the sole and absolute owner and possessor of the aforesaid property.

- The Second Party undertakes to ensure registration, mutation, and all necessary legal formalities in the name of Dr. Mrs. Fatima Patel at the earliest, so as to reflect her exclusive ownership in the official records.

- The Second Party confirms that neither he nor his wife shall have any right, title, claim, or interest in the said property henceforth.

- It is further agreed that the amount of deposit paid by the developer/builder to the wife of second party will be returned by the Second party directly to the builder/developer. The first party will not be liable to pay the deposit amount to the builder/developer.

3. Educational Society & School:

The Ishaque S/o Balwant Patel Education Society, registered under the Societies Registration Act (Regn. No. IND/2686/96), runs the school known as

Ishaque Patel Public School at Khasra No. 147, admeasuring 3.358 Hectares, Village Khajrana, Patwari Halka No. 16. It is expressly acknowledged that:-

- The Society has at all times been managed solely by the First Party.
- The Second Party has no right, role, or claim in the Society, its management, its assets, or the land.
- The Second Party undertakes to withdraw Case No. AC/05/2025, pending before the Hon'ble Court at Indore, unconditionally and permanently.

4. Binding Effect:

This MOU is irrevocable, final, and binding on both Parties and their respective heirs, successors, and representatives. Neither Party shall raise any dispute, claim, or objection hereafter in respect of matters settled herein.

5. Withdrawal of Cases and Final Settlement:

The Parties mutually agree that they shall withdraw all cases, complaints, or proceedings presently pending against each other in any court, forum, or authority. Both Parties further agree and undertake that in future neither they nor their respective legal heirs, successors, representatives, or assigns shall raise any claim, demand, or dispute against each other in respect of the family properties or matters settled herein. This MOU constitutes the final and complete family settlement between the Parties, and there remains no dispute of any kind between the Parties or their

family members with regard to the family properties.”

3. The learned counsel appearing for the respondent-plaintiff also reported that a consequential order has been passed in the suit in terms of the settlement.

4. In our view, nothing further is required to be adjudicated in this petition.

5. Accordingly, the Special Leave Petition stands disposed of in terms of the settlement.

.....
[SHRIYA MAINI]

.....
[N.S. NAPPINAI]

.....
[ADITYA SONDHI]

.....J .
[ARUN PALLI]

.....J .
[K.V. VISWANATHAN]