

% 19.10.2010

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Present:- Mr.Nandini Sahni for the appellant.
Mr. Anupam Srivastava for the respondent.

+MAT APP No. 78/2007 & CM. ¹⁹⁵⁶³ /2010(to be numbered)
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A joint application under Order 23 Rule 1 & 3 r/w Section 151 CPC has been moved by the parties for recording of settlement between the parties. The application has been filed in the Court. Same is taken on record. The registry is directed to register the said application.

Both the parties are present along with their respective counsel.

In the application the parties have stated that on account of the efforts made by their daughter Sneha they have amicably settled the matter. The terms of the settlement have been stated in para 3 of the application.

Both the parties state that they have signed the application after having fully gone through the contents of the same. Both the parties also state that they have also signed their affidavits in support of the present application. The application and the affidavits are collectively exhibited as

Ex.C-I. Both the parties state they shall remain bound by the terms of the present application.

The present application has been moved by both the parties under Order 23 Rule 1 & 3 r/w Section 151 CPC. Let their joint statement be recorded separately.

In the joint application moved by the parties it is stated that with the efforts of their daughter they have amicably resolved all their disputes.

In terms of the settlement the respondent husband has agreed to pay a sum of Rs.1 crore by way of a bank draft bearing no. 033809 dated 12.10.2010 drawn on HDFC Bank, New Delhi to the appellant wife towards stridhan, alimony, maintenance and all her claims arising out of the marriage between the parties. The draft for a sum of Rs.1 crore has been handed over by the respondent to the appellant in the Court. The respondent has also agreed to transfer his half undivided share in the property bearing no. Plot No. 12, Block-A, Road A-7, DLF Qutab Enclave, Phase-I, Gurgaon, Haryana, in favour of the appellant by way of execution of gift deed. The respondent has also agreed to render cooperation in getting the said

property transferred in the name of the appellant in the records of the developer besides getting the gift deed registered with the office of the Sub-Registrar, Gurgaon. The respondent has agreed to execute the gift deed in favour of the appellant within a period of 30 days from the date of recording of statement before this court but subject to the condition that the appellant procures the requisite stamp papers from the Collector of Stamps, Haryana and comply with other formalities as are requisite for the execution of the gift deed.

It has also been agreed between the parties that the cost of seeking such transfer shall be entirely borne by the appellant and the appellant shall take all necessary steps for the execution of the gift deed in her favour. It has also been agreed that with the payment of the said amount of Rs.1 crore and on the execution of the said gift deed the appellant shall be left with no claim against the respondent and his other properties and present and future alimony, maintenance and stridhan etc.

The appellant has also agreed to withdraw the present appeal with the undertaking not to challenge the

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judgment and decree dated 9.8.2007 passed by the court of
Shri Gurdeep singh, ADJ, Delhi in any other Court in India.

In the present appeal the appellant has challenged
the judgment and decree dated 9.8.2007, whereby decree of
divorce has been granted by the trial court in favour of the
respondent thereby dissolving the marriage between the
parties on the ground of cruelty under Section 13(1) (i-a) of
the Hindu Marriage Act.

In view of the settlement arrived at between the
parties now nothing survives in the present appeal. The
present appeal is accordingly dismissed as withdrawn.

Both the parties are directed to remain bound by
the terms of the said settlement. The parties are also directed
to give full effect to the terms of the settlement.

October 19, 2010
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KAILASH GAMBHIR, J