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% 01.11.2011

Present: Ms. Praveen K. Gautam and Mr. R.K. Modi for the
appellant.
Mr. H.S. Baghel for the respondent.

+MAT APP No. 14/2011

Counsel for the parties state that the matter between the parties has been amicably settled. Both the parties are present in the court along with their respective counsel.

Counsel further submit that the mutual agreement dated 31.10.2011 executed between the parties has been duly signed by both the parties and the same is also supported by their respective affidavits. Counsel submit that in terms of the mutual agreement the respondent husband has agreed to pay a sum of Rs.75,000/- to the appellant wife towards full and final settlement of all the material claims of the appellant inclusive of stridhan, permanent alimony and past, present and future maintenance. Counsel for the appellant also submits that the appellant has agreed to hand over the articles as per the admitted list to the appellant wife before filing of the petition for divorce by mutual consent.

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physical file have been compared and
the digital data is as per the physical
file and no page is missing.

Counsel for the parties submit that the parties have agreed to file a joint petition for seeking divorce by mutual consent under Section 13B of the Hindu Marriage Act on or before 11.11.2011.

Counsel for the respondent submits that out of the amount of Rs.75,000/-, a sum of Rs.25,000/- shall be paid by the respondent to the appellant at the time of recording of statement under Section 13(B) (1) of the Hindu Marriage Act and the second instalment of Rs.25,000/- shall be paid at the time of second motion of divorce petition under Section 13(B) (2) of the HMA. Counsel further states that the final instalment of Rs.25,000/- shall be paid to the appellant at the time of recording of statement of the appellant before this court to support quashing of the FIR registered against the respondent and his family members under Section 498A IPC. Counsel for both the parties state that the parties have agreed not to litigate with each other in future.

I have heard learned counsel for the parties and have perused the terms of the mutual agreement dated 31st October 2011.

In the present appeal the appellant wife has sought to set aside the judgment and decree dated 11.11.2010 passed by

the Family Court, Delhi, whereby the petition filed by the respondent husband under Section 9 of the Hindu Marriage Act was allowed. During the pendency of the present appeal, the parties have settled the matter amicably. The mutual agreement dated 31.10.2011 has been duly signed by both the parties and the same is exhibited as Ex. C-I. In terms of the said agreement, the parties have agreed to file a joint petition for seeking divorce by mutual consent under Section 13-B of the Hindu Marriage Act on or before 11.11.2011. The respondent has agreed to pay an amount Rs.75,000/- to the appellant and out of the said amount of Rs.75,000/-, the respondent will pay Rs.25,000/- to the appellant at the time of recording of statement under Section 13(B) (1) of HMA and the second instalment of Rs.25,000/- shall be paid at the time of second motion of divorce petition under Section 13(B) (2) of the HMA, whereas the final instalment of Rs.25,000/- will be paid to the appellant at the time of recording of statement of the appellant before this court to support quashing of the FIR registered against the respondent and his family members under Section 498A IPC. The respondent has agreed to hand over the articles as per the admitted list before filing of the petition under Section 13(B) (1)

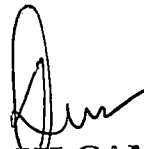
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of the HMA. The parties have further agreed not to litigate with each other in future.

In view of the aforesaid settlement arrived at between the parties, the impugned order dated 11.11.2010 shall not sustain and consequently the present appeal is disposed of in the aforesaid terms.

The parties shall remain bound by the terms of the mutual agreement dated 31.10.2011.

November 01, 2011
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KAILASH GAMBHIR,J