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

+ **MAT.APP.(F.C.) 17/2014**

MRS SUJATA VATS

..... Appellant

Through Mr. Kanwal Chaudhary, Advocate

versus

MR RAVI NARAIN VATS

..... Respondent

Through Mr. Saurabh Munjal, Advocate for the
respondent along with respondent in
person.

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

ORDER

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28.09.2015

CM APPL. 2405/2014

1. Exemption allowed subject to all just exceptions.
2. Application stands disposed of.

MAT.APP.(F.C.) 17/2014

3. Present appeal has been filed by appellant under Section 19 of Family Courts Act seeking to challenge the Order dated 31.10.2013 passed by Judge, Family Courts, Dwarka, New Delhi, in HMA No.629/2011.
4. As per the petition, marriage between the parties was solemnised on 8.7.1992 and out of their wedlock a girl child, namely, Ms.Kashish, was born. On account of matrimonial dispute, the respondent had filed a petition under Section 13 of the Hindu Marriage Act seeking dissolution of his marriage and the appellant filed the proceedings under Section 24 of Hindu Marriage Act. The petition filed under Section 24 of Hindu Marriage Act was allowed by the Family Courts on 31.10.2013, whereby

the husband was directed to pay Rs.10,000/-, per month, towards maintenance to the respondent, besides Rs.3,000/- to the daughter and also school fee including transportation charges for the daughter from the date of filing of the aforesaid application till the disposal of the petition. Aggrieved by the said order, the appellant filed the present matrimonial appeal.

5. At the request of counsel for the parties, on 15.10.2014 the matter was referred to Delhi High Court Mediation and Conciliation Centre. The mediation proceedings were held at various dates. As per the report of the Mediator dated 16.9.2015, the mediation proceedings ended as non-settlement.
6. Today, parties are present along with their respective counsel. At the request of counsel for the parties, we have heard the parties and their respective counsel in Chamber. Parties submit that they have arrived at an amicable settlement on the following agreed terms:
 - (i) The petition for grant of divorce by mutual consent will be filed within a period of thirty days from today.
 - (ii) The respondent will transfer the flat bearing no.4164, Sector-B, Pocket 5/6, Vasant Kunj, New Delhi – 110070, in which the appellant and her daughter are residing, in the name of daughter of the parties, namely, Ms.Kashish;
 - (iii) The appellant undertake not to sell or transfer the aforesaid flat till Ms.Kashish attains the age of 25 years;
 - (iv) The respondent shall pay and clear the arrears with respect to house tax (MCD), ground rent, etc. (DDA) as well as the society maintenance charges as regards the aforesaid flat within a period of thirty days from today;

- (v) The respondent shall make his sincere endeavour to get the aforesaid flat converted from lease hold to free hold within a period of three months from today;
- (vi) The respondent will execute a Gift Deed in favour of daughter, Ms.Kashish, within a period of one month from the date of registration of conveyance deed;
- (vii) Till such time the Gift Deed is registered in the name of Ms.Kashish, the appellant will cooperate with the respondent for conversion of the property from lease hold to free hold and in all respects at the earliest;
- (viii) Gift Deed shall be delivered to Ms.Kashish on the day the statement under Section 13(B)(2) of Hindu Marriage Act (Second Motion) would be made in the proceedings for grant of divorce by mutual consent;
- (ix) The custody of the child, Ms.Kashish, shall remain with the appellant, however, the father (respondent) will have flexible meeting rights having regard to the age of the daughter, who is 16 years of age;
- (x) Till the date of execution of Gift Deed the respondent shall continue to pay a sum of Rs.13,000/-, per month, in terms of the Order dated 31.10.2013, which shall cease on the date of execution of Gift Deed;
- (xi) The parties undertake to withdraw all *inter se* litigations on their respective dates of hearing;
- (xii) All the disputes and differences between the parties stand settled permanently and they shall not claim anything besides what has been set out above.

7. Accordingly, as agreed, present petition stands disposed of in view of above agreed terms. Parties shall be bound by the undertaking given to Court. Parties shall append their signatures on the Order sheet as a token of acceptance of the terms of settlement.

G.S.SISTANI, J

SANGITA DHINGRA SEHGAL, J

SEPTEMBER 28, 2015
pst/msr