

\$~23.

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

+ CS(OS) 625/2014

VASVI THR NEHA GUPTA & ORS Plaintiffs
Through: Mr. Maanav Kumar, Advocate with
mother/next friend of the plaintiffs, Ms. Neha
Gupta in person.

versus

SUDHIR KUMAR GUPTA & SONS(HUF) & ORS Defendants
Through: Ms. Sangeeta Jain, Advocate with
D-2 in person.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 02.11.2015

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 09.09.2015 has been filed. Counsels for the parties state that the terms and conditions of the settlement are set out in paras (A) to (G) of the Settlement Agreement, whereunder both parties have agreed to withdraw all their *inter se* litigations and the mother/next friend of the plaintiffs herein, Ms. Neha Gupta and her husband, Mr. Mohit Gupta, defendant No.2 herein have agreed to dissolve their marriage by mutual consent.

2. Counsels for the parties state that the first motion for divorce by mutual consent has already been filed by the parties and the second motion shall be filed by them immediately after the expiry of six

months reckoned from 22.09.2015. In the meantime, as agreed upon between the parties, the defendant No.2 has paid a sum of Rs.50 lacs to the minor plaintiffs and the balance amount of Rs.20 lacs shall be paid to Ms. Neha Gupta at the time of recording the second motion for divorce by mutual consent.

3. The Court is informed that the other civil litigation between the parties as detailed in para (C) of the Settlement Agreement have been withdrawn by both sides. Though both the parties state that it has been recorded in the Settlement Agreement that the present suit would be withdrawn by the plaintiffs after the second motion is allowed and the balance sum of Rs.20 lacs is paid by the defendant No.2 to the plaintiffs and further, other steps are taken as recorded in the Settlement Agreement, they state on instructions from their clients that they are agreeable to the suit being disposed of in terms of the settlement with liberty granted to the parties to seek revival of the present proceedings in the event of any breach committed by either side in respect of the obligations undertaken to be discharged by them under the Settlement Agreement.

4. It is further agreed by the parties that till the second motion is jointly filed by Ms. Neha Gupta and the defendant No.2, and the balance payments are made by him to Ms. Neha Gupta as has been

agreed upon, the interim order dated 16.12.2013 passed in the present proceedings shall continue to operate. Both parties state that they shall remain bound by the terms and conditions of the settlement.

5. The Settlement Agreement dated 09.09.2015 is taken on record. The parties shall remain bound by the same. The suit is disposed of, while leaving the parties to bear their own costs.

HIMA KOHLI, J

NOVEMBER 02, 2015

rkb