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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **MAT.APP.(F.C.) 114/2015**

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Date of Judgment : 15.12.2015

M M KASHYAP

..... Appellant

Through : Appellant in person.
versus

SUREKHA KASHYAP

..... Respondent

Through : Ms. Arti Bansal, Advocate with
respondent in person.

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

G. S. SISTANI, J. (ORAL)

1. Challenge in this writ petition is the orders dated 29.05.2014 and 24.12.2014 passed by the Principal Judge, Family Courts, Delhi.
2. While issuing notice in the matter on 07.09.2015, we had directed the parties to remain present in court on the next date of hearing i.e. on 03.11.2015. We had heard the parties in person and adjourned the matter for 26.11.2015 when broad terms of settlement were recorded. At the request of the parties, the matter was adjourned to 09.12.2015 to enable the parties to work out the modalities.
3. Today, parties have agreed to the following terms of settlement :
 - (i) The present appeal and all interse litigations are agreed to be dismissed as withdrawn.
 - (ii) The respondent has agreed to pay a sum of Rs. 18,000/- p.m. to the appellant towards maintenance and upkeep.
 - (iii) This amount shall be paid on or before 7th Day of each English calendar year commencing from December 2015 onwards and shall be deposited in the bank account bearing S/B A/c No.

02070100261301 maintained with UCO Bank, Supreme Court Compound, Supreme Court, New Delhi.

- (iv) The appellant undertakes to accompany the respondent on 21.12.2015 to enable the parties to close the locker and bank account at Union Bank of India.
 - (v) It is agreed that the son of the parties shall be made a nominee of the Bank Account No. S/B A/c No. 02070100261301 maintained with UCO Bank, Supreme Court Compound, Supreme Court, New Delhi and the nomination shall not be changed.
 - (vi) Appellant further agrees that he will give no objection with regard to change of name in the BSES meter installed at property bearing No. 7/49, Old Rajinder Nagar, New Delhi in the name of the respondent.
 - (vii) The appellant undertakes to the court that in view of the above settlement, he would not have any right, title or interest over the property bearing No. 7/49, Old Rajinder Nagar, New Delhi.
 - (viii) The parties agree to sign a copy of this order as a token of the acceptance.
4. Accordingly, in view of the settlement, the appeal is dismissed. The settlement shall be treated as an undertaking to the court and parties agree to abide by terms of the undertaking. The undertaking is accepted by the court. Parties have been explained the consequences of breach of undertaking.
5. List on 23rd December, 2015 to report compliance.

G.S.SISTANI, J

SANGITA DHINGRA SEHGAL, J

DECEMBER 15, 2015/sc