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

+ **MAT.APP.(F.C.) 12/2016 & CM No. 3076/2016**

MANISH JOSHI Appellant
Through: Mr. Vivek Sharma, Adv. with
appellant

versus

NAMRATA JOSHI Respondent
Through: Mr. , Adv. with respondent and her
father

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

HON'BLE MR. JUSTICE I.S.MEHTA

ORDER

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22.02.2016

1. Parties and counsel are present in court. The respondent-wife is accompanied by Mr. Shashi Vinayak, her father.
2. We have received a settlement agreement dated 16th February, 2016 from SAMADHAN - Delhi High Court Mediation & Conciliation Centre which has been entered into by the parties. The terms of the settlement from clauses i to xvii would show that the parties have agreed on all aspects of their marriage including an agreement to get their marriage dissolved by a decree of divorce by mutual consent; quantification of the amount of Rs.17 lakhs towards all claims of the respondent towards maintenance, permanent alimony, stri dhan, jewellery, etc as well as the manner of payment.

In clause ii, the parties have agreed that the custody of their child Mitansh Joshi shall remain with the appellant. The respondent has abandoned all rights of custody, guardianship and visitation.

3. The parties have entered into the settlement with regard to the pending litigation and complaints made by them against each other or their family members.

4. The settlement contains a default clause in clause ix and undertakings in clauses x to xiii also.

5. The settlement agreement has been shown to both the parties and they have confirmed their respective signatures on each page of the settlement. The signatures are also identified by counsel who are present. The parties confirmed that they have voluntarily entered into the settlement.

6. The settlement is in writing. We are satisfied that the same has been entered into bonafide, voluntarily and without any kind of force, pressure or undue influence. There is no impediment for the same to be taken on record. The settlement agreement and the undertakings given by the parties therein are accepted. The parties shall remain bound by the same.

7. In view of the above settlement, the order dated 18th December, 2015 shall stand substituted by the settlement agreement dated 16th February, 2016.

The present appeal is disposed of in terms of the settlement.

CM No.3076/2016

In view of the disposal of the appeal, this application does not

survive for consideration and is disposed of as such.

Copy of this order be given dasti to the parties under signatures of the Court Master.

GITA MITTAL, J

I.S.MEHTA, J

FEBRUARY 22, 2016
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