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

+ **MAT.APP.(F.C.) 32/2016 & CM No. 9422/2016**

ARTI MISHRA

..... Appellant

Through: Mr. Vikas Gogne, Advocate.

versus

NIRAJ KUMAR

..... Respondent

Through: Mr. Rajesh Ranjan, Advocate along
with Ms. Neha Rajpal, Advocate.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MS. JUSTICE DEEPA SHARMA

ORDER

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26.07.2016

It is stated by learned counsel for the appellant that parties have resolved their disputes by a settlement agreement entered into by them under the aegis of the Delhi High Court Mediation and Conciliation Centre on 25.07.2016. The settlement *inter alia* states as follows:-

“6. (a) That keeping in view the welfare of the minor child Baby Riddhima, the Second Party shall pay a total sum of Rs. 28,00,000/- (Rupees Twenty Eight Lakhs Only) to the First Party and the minor daughter baby Riddhima as provided hereinafter:-

- i. Rs. 13,00,000/- (Rupees Thirteen Lakhs only) shall be paid to the first party in the form of a demand draft.*
- ii. Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be paid by the second party in favour of minor daughter Baby Riddhima under guardianship of the First party by way of demand draft to be kept as an FDR in a scheduled*

bank in the name of the minor child Baby Riddhima under the guardianship of the first party. The said FDR shall be kept renewed till Baby Riddhima attains the age of majority. The interest accruing from the said FDR shall be used by the first party for the upbringing and maintenance of Baby Riddhima.

iii. Rs. 5,00,000/- (Rupees Five Lakhs Only) shall be paid by way of demand draft to be kept as an cumulative FDR in a scheduled bank in the name of the minor child Baby Riddhima under the guardianship of the first party. The FDR shall be kept renewed till Baby Riddhima attains the age of majority.

b) The first party agrees to the decree dated 18.12.2015 being upheld and undertakes to withdraw the present Mat. App. (F.C.) No. 32/2016 in view of the settlement between the parties on the next date of hearing or within 15 days of signing of this settlement agreement whichever is earlier. The payment of Rs. 6,00,000/- (Rupees Six Lakhs Only) out of Rs. 13,00,000/- (Rupees Thirteen Lakhs only) payable to the first party in terms of para 6 (a) (i) and Rs. 15,00,000/- (Rupees Fifteen lakhs only) payable to Baby Riddhima in terms of para 6 (a) (ii) and (iii) shall be made by the second party at the time of withdrawal of the present appeal before this Hon'ble Court. The balance payment of Rs. 7,00,000/- (Rupees Seven Lakhs only) shall be made to the first party by the second party at the time of quashing of the FIR as

provided and detailed in para 6 (f) hereinbelow.

- c) That the second party has no objection if the observations in paragraph 46 of the judgment dated 18.12.2016 passed by Sh. Prem Kumar Barthwal, Judge, Family Court, Dwarka, New Delhi in HMA No. 48/2010 are ignored in view of this settlement between the parties.*
- d) That the permanent custody of Baby Riddhima shall remain with the First Party. The parties have agreed that neither the second party nor his relatives shall have any visitation rights. That the First Party shall be responsible for the upbringing of the minor daughter and shall provide all due care to the minor daughter. The interest of the minor daughter shall be of paramount importance.*
- e) That the second party has filed a case being Guardianship Petition No. D-08/2012 pending in the court of Ms. I.J. Nanda, Principal Judge, Family Court, Bandra, Mumbai. The second party undertakes to withdraw the said petition in view of the settlement within 15 days of withdrawal of the present appeal by the first party.*
- f) A FIR No. 0242/13 dated 30.07.2013 u/s 498A/406/34 IPC was registered with PS Dwarka, New Delhi by the first party against the second party and his relatives namely Ms. Madhu Mishra, Mr. Neeraj Kumar, Mr. Bablu Mishra, Ms. Arati Dewadi, Mr. Vinod Kumar Mishra and Ms. Poonam. The parties shall file a joint petition before the Hon'ble High Court of Delhi for quashing of the above said FIR and all*

proceedings arising thereto and any other complaint/ FIR that may have been filed by the parties against each other within 15 days of the withdrawal of the present appeal. The First Party shall sign all documents/petitions/applications and shall co-operate in getting the above said FIR and any other complaint/FIR that may have been filed quashed by making the necessary statement(s) before the Hon'ble High Court of Delhi in this regard. The payment of the balance sum of Rs. 7,00,000/- (Rupees Seven Lakhs only) payable to the first party by the second party shall be made before this Hon'ble Court at the time of quashing of the above said FIR.

7. *By signing of this agreement, the parties or their relatives will not file any case, complaint, or petition, civil or criminal against each other or involving their respective family members in future. If any, complaint or case is pending and/or has been filed by any of the parties or their family members against each other or against their family members relating to the present dispute in any Court/Authority/Forum, the same shall be deemed to be withdrawn and finally settled in terms of this agreement. This is the full and final settlement between the parties towards all the claims of both the parties against each other in respect of past, present and future maintenance, stridhan and jewellery, articles etc. The first party agrees that adequate provision has been made in this settlement for the minor child and she shall not make any claims in future from the second party in this regard. The parties shall not have or make any claims on each other's*

property in future.”

Both the parties are present. The respondent has handed over four Demand Drafts bearing no. 183714 dated 22.07.16 issued by State Bank of India, 183715 dated 22.07.16 issued by State Bank of India, 183716 dated 25.7.16 issued by State Bank of India and 504391 dated 25.07.2016 issued by ICICI Bank totalling Rs. 21 lakhs in terms of para 6 (b) of the settlement.

In terms of the settlement, the balance amount has to be paid upon the quashing of the First Information Report.

It is stated by the counsel for respondent that according to his information, a non-bailable warrant has been issued pursuant to the pending FIR. Learned counsel for the appellant submits that according to instructions, the appellant had stated that no action be taken upon the FIR. In case such a non-bailable warrant is issued – in respect of FIR No. 0242/2013 dated 30.07.2013, P.S. Dwarka, Sector 17, and an appropriate application is moved before the concerned court, the learned Judge shall pass an order in the light of the settlement, ensuring that no hardship is caused to any party.

A copy of the settlement agreement is hereby taken on the record.

Appeal is disposed of in the above terms.

Dasti.

S. RAVINDRA BHAT, J

DEEPA SHARMA, J

JULY 26, 2016/sapna