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IN THE HIGH COURT OF DELHI AT NEW DELHI

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MAT.APP.(F.C.) 44/2015

M.S.

..... Appellant

Represented by: Mr.Sunil Mittal, Sr.Advocate
instructed by Ms.Isha Khanna,
Mr.Dhruv Grover, Advocates
with appellant in person along
with her father Mr.Subhash
Sharma

versus

A.S.

..... Respondent

Represented by: Mr.Rajesh Mahindru, Advocate
with respondent in person

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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07.12.2016

1. On November 08, 2016 the following order was passed:-

“1. During course of hearing the appellant and the respondent agree to the settlement as under:-

(i) Upon the respondent paying to the appellant a sum of ₹15.5 lacs on or before December 07, 2016 and simultaneously returning 5 gold articles being : (i) a gold wedding ring given at the time of marriage to the respondent; (ii) a gold chain given at the time of wedding to the father of the respondent; (iii) a kitty set comprising a necklace and two earrings gifted at the time of marriage to the mother of the respondent; (iv) a pair of gold earrings gifted at the time of the marriage to the sister of the respondent; and (v) a gold ring gifted at the time of the marriage to the husband of the respondent's sister, the

parties shall snap the matrimonial bond by consenting to the two divorce being granted by waiving the second motion.

(ii) Two petitions filed by the appellant, one under Section 125 Cr.P.C. and the other under the Protection of Women from Domestic Violence Act, 2005 shall be withdrawn unconditionally.

(iii) Neither party in future would directly or indirectly try to contact the other by sending either SMS, e-mail or a telephonic call; nor through a friend, acquaintance or a known person.

2. The respondent shall bring in Court on the next date of hearing a bankers cheque/pay order in the name of the appellant but with the surname 'Sharma' because in the bank account appellant has given her name as 'Manisha Sharma'.

3. The gold articles which have to be returned shall also be produced in Court to be handed over to the appellant.

4. Since the settlement took place during course of hearing and its terms have been dictated in Court we have obtained signatures of the appellant and the respondent on the order sheet in token of the acceptance of the terms of the settlement.

5. Renotify for December 07, 2016."

2. Today, the respondent has handed over to the appellant a banker's cheque No.501615 dated December 02, 2016 drawn on ICICI Bank Ltd. Connaught Place Branch, New Delhi in the name of Manisha Sharma. The bankers cheque is in sum of ₹15,50,000/- (Rupees Fifteen Lakhs Fifty Thousand only). The five gold articles described in para 1(i) of the order dated November 08, 2016 have been handed over to the appellant. She has seen the five gold articles and affirms that these are the ones which were to

be returned to her in terms of the settlement. Her father confirms.

3. Since parties desire their integrity not to be made known online, it is agreed that in the memo of parties in the order passed today the name of the appellant and the respondent would not be shown. Their initial would be shown. Therefore the memo of parties in the order passed today records appellant as 'M.S.' and the respondent as 'A.S.'

4. In terms of the order passed on November 08, 2016, recording that the allegations and counter-allegations made by the appellant and the respondent against each other are unconditionally withdrawn by each other and in spite thereof the impugned decree for divorce being affirmed, we direct that in the decree-sheet prepared that the appeal is dismissed as withdrawn said fact of the allegations and counter-allegations being withdrawn be recorded and simultaneously the appellate decree while affirming the impugned decree would record the names of the parties. The reason being the order would be uploaded on the website of this Court and not the decree-sheet. The names of the parties need to be recorded in the decree for future use by the parties.

5. Needless to state the appellant shall withdraw the two proceedings initiated by her as recorded in para 1(ii) of the compromise order dated November 08, 2016.

6. No costs.

CM No.37919/2016

Dismissed as infructuous.

PRADEEP NANDRAJOG, J.

YOGESH KHANNA, J.

DECEMBER 07, 2016

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