

\$~18

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

+ CM No. 10665/2016 in MAT.APP.(F.C.) 97/2014

SAROJ ANEJA

..... Appellant

Through: Mr. R.K. Mishra, Adv. with
appellant & her father

versus

VINAY ANEJA

..... Respondent

Through: Mr. V.K. Kalra, Adv. with
respondent

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

HON'BLE MR. JUSTICE I.S.MEHTA

ORDER

%

21.03.2016

CM No. 10665/2016

1. This application has been jointly filed by the parties confirming that they have entered into a settlement dated 10th March, 2016 before SAMADHAN- Delhi High Court Mediation & Conciliation Centre. The original agreement has been received from the Mediation Centre. The parties are present and have been identified by their respective counsels. They have been shown the original agreement dated 10th March, 2016 and they confirm their signatures on each page of the settlement as well as the present application. The mediation agreement also shows that the appellant's father Sh. J.L. Kapoor and her brother Sh. Nitin Kapoor were also present during the mediation proceedings when the

settlement was entered into.

2. It is also confirmed by both parties that the settlement has been entered into voluntarily, without any kind of force, pressure or undue influence. The appellant is accompanied by her father Sh. J.L. Kapoor today. There is no legal impediment for accepting the settlement agreement, taking it on record and disposing the appeal in terms thereof.

3. It is, therefore, directed as follows :-

(i) The settlement dated 10th March, 2016 between the parties is accepted and is taken on record.

(ii) This application is allowed in the above terms.

MAT.APP.(F.C.) 97/2014

4. The parties have resolved all disputes and differences between them in terms of the settlement agreement dated 10th March, 2016. In terms of clause (a) of the settlement, the appellant has agreed to receive an amount of ₹7,50,000/- towards all claims of maintenance, permanent alimony, stridhan etc. Upon receipt of the said amount, the appellant has agreed to withdraw the present appeal and accept the dissolution of the parties' marriage by the decree of divorce.

5. In terms of the settlement agreement, the respondent has handed over DD No. 990889 dated 19th March, 2016 drawn on Oriental Bank of Commerce, ECNKB 5206 N.K. Bagrodia School for the sum of ₹7,50,000/- which is accepted by the appellant in

full and final settlement of all claims of maintenance (past, present and future) of permanent alimony and stridhan as well as of any other kind.

6. In view of the receipt of the amount by the said pay order, both parties also agree and undertake that they shall not prosecute any pending cases or file in the future any proceedings, civil, criminal against each other or any of their family members relating to their marital relationship.

In view of the above settlement, the appellant prays for leave to withdraw the present appeal and application.

The settlement has been taken on record. The parties undertake to remain bound by the terms of the settlement dated 10th March, 2016.

7. The undertaking given by the parties are hereby accepted. The parties shall remain bound by the terms of the settlement dated 10th March, 2016 as well as their undertakings.

The present appeal is disposed of in terms of the settlement dated 10th March, 2016. Parties are left to bear their own costs.

In view of the above, the hearing fixed on 29th April, 2016 shall stand cancelled.

GITA MITTAL, J

I.S.MEHTA, J

MARCH 21, 2016/kr