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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ MAT.APP.(F.C.) 33/2015 & CM Nos.5794-5795/2015 & 1822/2016
RICHA MEHTA Appellant
Through Mr.Ajay Goyal, Adv.

versus

ADIL MEHTA Respondent
Through Mr.Abhik Kumar, Adv. with
Mr.Siddhartha Shankar, Adv.

+ MAT.APP.(F.C.) 34/2015 & CM Nos.5797-5798/2015
RICHA MEHTA Appellant
Through Mr.Ajay Goyal, Adv.

versus

ADIL MEHTA Respondent
Through Mr.Abhik Kumar, Adv. with
Mr.Siddhartha Shankar, Adv.

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

HON'BLE MR. JUSTICE I.S.MEHTA

ORDER

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25.04.2016

1. The respondent submits that he has brought a bank draft in the sum of Rs.7.5 lacs for payment to the appellant in terms of the settlement agreement dated 11th March, 2016 arrived at between the parties before the Mediation Centre.

2. The original settlement agreement is placed on record. The same has been shown to the parties. The appellant confirms that the same is signed by her at all point which are Points X1 to X12. The respondent has also confirmed his signatures at Points Y1 to Y12. The parties submit that the said settlement agreement has been signed by them voluntarily without any kind of coercion, force or undue influence. The settlement agreement is also

signed by the respective counsels of the parties as well as learned Mediator. The same appears to be voluntary and there is no legal impediment for accepting the same. The settlement dated 11th March, 2016 is accepted in full and final settlement of their disputes and claims.

3. In terms of the settlement, the appellant has agreed to receive a total sum of Rs.15 lacs in full and final settlement of all claims of her minor daughter namely Kanak as well as herself. Each of them is entitled to a sum of Rs.7.50 lacs. Today the amount payable to the wife has been handed over by pay order. The balance amount is payable in two instalments.

4. Learned counsel for the respondent on instructions from the respondent submits that in order to arrange for the said amount, it is necessary to sell the property bearing No.Flat No.3004 of Property No.37-A, Near Jeevan Anmol Hospital, Pratap Nagar, Mayur Vihar, Delhi. The appellant has 80% share in the said property. In terms of the settlement agreement dated 11th March, 2016 the appellant has agreed to relinquish her share from the said property.

5. Learned counsel for the appellant submits that in order to secure the payment of the balance amount payable in terms of the agreement, it is necessary to complete the sale of the said property, for which the relinquishment deed from the appellant is necessary.

6. The appellant submits that she has no objection in executing the relinquishment deed prior to the statement of the parties recorded in the second motion, if the second motion is filed/fixed for recording statement of the parties on the date to be notified by the counsel for the respondent, which in any case shall not be beyond 18 months of the execution of the first motion.

7. It is stated that the parties shall file the first motion petition for dissolution of the marriage of the parties within 10 days from today. The relinquishment deed shall be executed immediately thereupon. The respondent undertakes that he shall complete all steps for filing of the second motion within 7 months of the execution of the relinquishment deed. In case the same is not done, all legal proceedings initiated by the appellant shall stand revived and the amount paid to the appellant shall also stand forfeited. It is further stated by the respondent that he shall also render himself liable for appropriate action, in case of breach of this undertaking.

8. The proposal and the undertakings given by the respondent noted above appear to be fair. Learned counsel for the appellant, on instructions, submits that the same are acceptable to the appellant to ensure the working of settlement dated 11th March, 2016.

9. We accept the undertakings given by the respondent who shall remain bound by the same. In case of breach, all consequences noted in para 7 shall follow. The appellant shall be entitled to invoke any other remedy and seek any other law she is entitled to in law.

10. In view of the above, the present appeals and the pending applications are disposed of in terms of settlement agreement dated 11th March, 2016 and the terms entered before us in para Nos.4 to 7 hereinabove.

GITA MITTAL, J

I.S.MEHTA, J

APRIL 25, 2016/km