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

+ MAT.APP.(F.C.) 39/2015

MAMATA SAHOO

..... Appellant

Through: Mr. Anirudh K. Mudgal,
Adv. with appellant.

versus

RAKESH KUMAR SAHOO

..... Respondent

Through: Mr. Satyajit Patra, Adv.

CORAM:

HON'BLE MS. JUSTICE GITA MITTAL

HON'BLE MR. JUSTICE I.S.MEHTA

ORDER

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23.05.2016

1. A settlement agreement dated 21st May, 2016 duly signed by the parties in original has been placed before us. The appellant is present in person while the respondent is represented by his counsel Mr. Satyajit Patra. The settlement agreement has been shown to the appellant who confirms her signatures at points X-1 to X-5. Mr. Patra, learned counsel has identified and confirmed the signatures of his client Sh. Rakesh Kumar Sahoo at points Y-1 to Y-3. The settlement agreement is Exhibit C-1.

2. The appellant has confirmed that the settlement has been voluntarily arrived at between her and the respondent of her own free will and volition after fully understanding the contents thereof. The same position is confirmed by Mr. Patra on behalf of the

respondent. These parties jointly pointed out that after satisfaction of the column 7(I) to (VI) and paras 8 to 10 of the agreement, all disputes between the parties would stand settled.

The parties have given an undertaking to remain bound by the terms of the settlement. It is prayed that the settlement be accepted and the appeal be disposed of in terms thereof.

3. The settlement between the parties appears to have been entered into voluntarily and without any kind of force, pressure or undue influence. The settlement is in writing and there is no legal impediment for accepting the same and taking on record and directing the parties to faithfully abide by the terms thereof.

4. It is submitted by learned counsel for the appellant that as per clause 7(I) of the settlement agreement, the respondent has paid a sum of ₹5,00,000/- to the appellant at the time of signing the settlement agreement. The parties are thus already working out the terms of the settlement.

5. We find that clause 7(VI) of the agreement notes that the parties have agreed that an amount of ₹7,50,000/-out of the total settlement amount of ₹37.50 lakhs is on account of all claims of the minor daughter of the parties. The appellant has agreed to keep the same in a safe investment by utilising the accruals thereon for the benefit of the minor daughter.

6. We may note that the original settlement was executed on plain paper for the reason that 21st May, 2016 was declared a holiday on being Budh Purnima and the letterhead of the Mediation

Centre was not available with the learned Mediator. It appears that the Mediator had few letterheads available with her and as a result, she has copied the same terms on the letterhead. Signatures of the respondent were therefore on the first two pages and the last page of this copy. The remaining pages bear the signatures of the counsel. The respondent has also executed a letter of authority authorising his counsel to represent him in this settlement. These two documents are also taken on record.

In view of the above, we direct as follows :-

- (i) The settlement agreement dated 21st May, 2016 Exhibit C-1 is accepted and the parties shall remain bound by the terms thereof.
- (ii) The undertakings given by the parties in Exhibit C-1 are also accepted and the parties shall remain bound by the same.
- (iii) The appellant shall ensure that out of the amount of ₹37.50 lakhs, an amount of ₹7.5 lakhs is invested in the name of Saisrishti, daughter of the parties in any safe investment as deemed fit and proper by her. The investment shall be under her guardianship. The appellant shall be at liberty to withdraw the accruals thereon for the maintenance and education of the child. It shall also be open to the appellant also to utilise the amount towards investment in any immoveable property for the benefit of herself as well

as daughter of the parties.

- (iv) Copy of the investment created by the appellant in the name of Saisrishti shall be filed with the trial court record with the Second Motion within one month thereafter.
- (v) In view of the settlement between the parties, the custody and guardianship of Saisrishti shall be that of the appellant.

In view of the prayer made before this court, this appeal is disposed of in terms of the settlement.

Dasti to counsel for the parties.

GITA MITTAL, J

I.S.MEHTA, J

MAY 23, 2016/kr