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

+ **MAT.APP.(F.C.) 44/2017**

DR V P SHARMA Appellant

Represented by: Appellant in person

versus

DR POONAM KHANNA Respondent

Represented by: None

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **15.03.2017**

CM No.10208/2017

Allowed subject to just exceptions.

Mat.A.(F.C.) No.44/2017

1. The appellant and the respondent (husband-wife) had various matrimonial issues. They entered into a settlement on April 02, 2003 as per which they agreed to separate; withdraw cases instituted by each against other; custody of the child was to be with the respondent; and property bearing C-18, Shivalik, Malviya Nagar, New Delhi, jointly owned by the parties, was agreed to be sold. 45% of the sale price was to be received by the appellant and 55% by the respondent.
2. In terms of the settlement a decree for divorce by mutual consent was granted.
3. The grievance of the appellant is to the respondent not co-operating

with him to sell the property at Shivalik. Appellant sought execution of the agreement in question by moving execution proceedings before the learned Judge Family Court who had granted the decree for divorce. The same has been dismissed on the ground that the Court had passed the decree dissolving the marriage on mutual consent in terms of the settlement and the decree related only to the matrimonial bond, a finding with which we agree.

4. We have explained to the appellant that the settlement between the parties, qua the agreement concerning sale of the immovable property and division of the sale proceeds, needs to be enforced by the appellant by filing a substantive proceeding. It has to be a suit to enforce the settlement.

5. We find no error in the impugned order dated January 23, 2017 and thus dismissed the appeal in limine.

6. No cost.

PRADEEP NANDRAJOG, J.

YOGESH KHANNA, J.

MARCH 15, 2017

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