

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 29.11.2017

MAT.APP.(F.C.) 96/2017, C.M. No. 19944/2017

L K

..... Appellant

Versus

R K

..... Respondent

Advocates who appeared in this case:

For the Appellant : Mr. Setu Niket, Advocate with appellant in person.

For the Respondents : Respondent in person.

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

HON'BLE MS. JUSTICE DEEPA SHARMA

J U D G M E N T

SIDDHARTH MRIDUL, J.(ORAL)

1. Learned counsel appearing on behalf of the parties state that the latter by way of Settlement Agreement dated 23rd November, 2017, have arrived at an amicable resolution of the underlying disputes with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre.

2. A perusal of the said settlement agreement dated 23rd November, 2017, reflects as follows:

“(a) Both the parties collectively own the responsibility to support each other emotionally, for the purposes of having better compatibility. Both shall live together harmoniously with love, care and affection and shall focus on the welfare and interest of their daughter K.

(b) As per the Hon'ble Division Bench comprising of Hon'ble Ms. Justice Hima Kohli and Hon'ble Ms. Justice Deepa Sharma, the second party has the right to pursue her career. Both the parties go to work and have agreed to spend minimum possible hours as per the demands of the work, both the parties agree to do so keeping in mind the welfare of the child and attempt to spend as much quality time as possible with their daughter K.

(c) Till the time a day care facility arrangement is made with the School where K has taken admission, both the parties agree that daughter K shall be going directly from school to her maternal grand mother (Nani) place at Karol Bagh and will be picked up by either of the parties and brought back to their residence West Patel Nagar, New Delhi.

(d) Both the parties agree to trust each other and discharge their respective marital obligations in a manner which would be conducive for the proper growth and upbringing of their daughter K.

(e) The first party agrees to pay for all the household expenses as per requirement of the matrimonial home and also agrees to pay a sum of Rs. 5000/- per month to the second party from his account for day to day petty expenses of the house. The first party agrees to take care of all the schooling and education expenses of their daughter K. The parties further agree that in case the Second Party does not work in future at all as per her own decision or as per the collective decision of the parties, the sake of their daughter K at any stage, the First Party shall take care of the personal expenses of the Second Party to the best of his capabilities.

(f) Both the parties agree to individually/jointly save/make investments for the financial security and further educational needs of their daughter K, according to their financially capacity.

(g) It is agreed between the parties that they shall do everything that is necessary to ensure that their daughter K develops academically, emotionally and socially to the best of her capacity and that together they shall create an enabling and loving environment for the family.

(h) In case any of parties decides to spend night/s

away from matrimonial home they would inform each other in advance of the time and duration of their stay. Any night stay of either of the parties with the daughter K shall always be with mutual consent of the parties.

(i) Both the parties agree to withdraw present MAT. APP. (F.C.) No. 96/2017 on the next date of hearing and also their respective cases as stated hereinabove.

(j) Both the parties agree that for the next one year the progress, peace, harmony of their home be reported to the mediation centre on a quarterly basis on a mutually agreed upon date and time.”

3. We have been informed by the parties that in pursuance to the above amicable settlement, they have been living together since 17th October, 2017.

4. In view of the foregoing, learned counsel appearing on behalf of the appellant, on instructions, submits that he does not seek to press the present appeal.

5. The appeal is disposed off as not pressed, whilst wishing both the parties all the very best for all their future endeavours.

6. Pending application also stands disposed off.

**SIDDHARTH MRIDUL
(JUDGE)**

**DEEPA SHARMA
(JUDGE)**

NOVEMBER 29, 2017
as