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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA 55/2015, CM APPL. 12237/2018 & CM APPL. 20433/2018**

ANJALI KATYAL

..... Appellant

Through: Mr. Sunil Mittal, Senior Advocate
(M-9810058407) with Mr. Sanjiv
Saluja, Ms. Seema Setha and Mr.
Dhruv Grover, Advocates.

versus

V K KATYAL & ORS

..... Respondents

Through: Ms. Poonam Mendiratta, Advocate
for R-3. (M-9811182500)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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17.05.2018

The parties have reported that there is a settlement agreement entered into between them dated 24th April, 2018 with the intervention of the Delhi High Court Mediation and Conciliation Centre. The settlement agreement which is signed by parties, their counsels and the learned Mediator is on record. As per the said settlement, the parties have agreed to settle their disputes as per the terms and conditions set out in clauses (a) to (q).

The Court has perused the settlement Agreement and finds that the same are lawful. There is no impediment in recording the settlement. The Appellant is to receive a sum of Rs.5,00,000/- (Rupees Five Lakhs) today as per clause (c) of the settlement. The same is being handed over by Respondent No.2 to the Appellant in Court. All the remaining payments

shall be made as per the agreed terms. The Appellant and the Respondent No.3 undertake to adhere to the various timelines for filing the petition before the Family Court seeking grant of divorce by mutual consent.

As per the settlement terms, Suit No.69/2013 pending before Ms. Surya Malik Grover, ADJ-I, South-East District, Saket District Court is also disposed of as per Clause (n). The suit relates to mesne profits and, therefore, the parties have agreed for dismissal of the suit. Accordingly, Suit No.69/2013 is dismissed as withdrawn.

The Appellant, Respondent No.1 on behalf of himself and his wife Respondent No.2 as also Respondent No.3 are present through his Power of Attorney holder, Mr. Lalit Chand. All the parties undertake to abide by the settlement. Accordingly, the appeal is disposed of as settled.

The undertakings in terms of clauses (a) to (q) are accepted by the Court. The undertaking given by Respondent No.1 & 2 on 30th January, 2015 by which they had agreed to pay Rs.35,000/- to the Appellant now stands discharged in view of the settlement.

All CMs are also disposed of.

PRATHIBA M. SINGH, J.

MAY 17, 2018

Rekha