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

+ **MAT.APP.(F.C.) 169/2017**

AMIT CHOUDHARY

..... Appellant

Through: Mr Sanjay Rathee, Mr Animesh
Mishra and Mr Rahul Tokas, Advs

versus

SONIA

..... Respondent

Through: Mr Vivek Srivastava, Adv

CORAM:

HON'BLE MR. JUSTICE G.S.SISTANI

HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

ORDER

% **24.09.2018**

MAT.APP.(F.C.) 169/2017 and CM No. 12303/2018 (for interim maintenance)

This is an appeal under Section 19 of the Family Court Act read with Section 28 of the Hindu Marriage Act and Section 96 and 151 of the CPC filed by the husband/appellant against the judgment and order dated 02.05.2017 passed by the Family Court whereby the husband/appellant was denied divorce on the ground that he was not able to prove any cruelty by the wife/respondent.

Both the parties are appearing in person along with their respective counsels. We have interacted with the parties in the Chamber on two occasions to enable the parties to arrive at an amicable settlement. After much deliberation, the parties have arrived at an amicable settlement. The parties have finally decided to resolve all their disputes and difference, claims and counter claims in the following manner:-

- i. Parties agree that they would file a petition jointly for grant of divorce by mutual consent.
- ii. First and second motion shall be filed within a period of 15 days simultaneously.
- iii. Parties have agreed that the appellant shall pay to the respondent a total sum of Rs. 31.50 lakhs towards full and final settlement against her claims and dues i.e., stridhan, maintenance, alimony, etc., and maintenance for her child which the respondent has agreed to accept.
- iv. The appellant shall prepare a Bank Draft for Rs. 31.50 lakhs in favour of the respondent and the same will be annexed with the petition seeking divorce, by mutual consent and upon the statement being made by the respondent before the Family Court, the demand draft shall be handed over to her. Since the parties have been locked in litigation for the past so many years, they would move first and second motion simultaneously.
- v. The respondent agrees and undertakes that she has no objection, if the FIR is quashed against the appellant and all his family members, subject to the appellant paying a total sum of Rs.31.50 lakhs to the respondent.
- vi. It is agreed that inter-se complaint, appeals, petitions pending in whichever court would be deemed to be withdrawn or would be formally withdrawn upon grant of decree of divorce.

- vii. Parties agree and undertake that the arrangement arrived at between them has been duly understood by them. The arrangement arrived at between them today is without any fear, coercion, duress and undue influence.
- viii. Parties further submit that this arrangement may be treated as an undertaking to this Court and consequences of any violation have been explained to them. Parties shall append their signatures on the order sheet as token of acceptance of the above terms.
- ix. Parties agree and undertake to strictly adhere to the time schedule, which has been fixed upon their acceptance and concurrence.

It is further agreed that post the settlement, both parties will not interfere in the life of each other directly or indirectly. The statements so made shall also form part of the undertaking given and accepted by the Court.

Court appreciates the efforts put in by the counsels for the parties and the parties for early resolution in the matter.

Having regard to the settlement arrived at between the parties, the undertakings are accepted.

With these directions, the appeal alongwith CM No. 12303/2018 is disposed of.

G.S.SISTANI, J

SANGITA DHINGRA SEHGAL, J

SEPTEMBER 24, 2018 / SU