

\$~2

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **MAT.APP.(F.C.) 93/2019 & C.M. APPLs.13986/2019 & 13988/2019**
S.S SEHGAL Appellant
Through: Mr. D.V.Khatri, Advocate with
appellant in person

versus

BALJEET KAUR & ANR Respondents
Through: Mr. Gaurav Ray, Advocate with
respondent No.1 in person

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI
HON'BLE MS. JUSTICE ASHA MENON

ORDER

% **22.11.2019**

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 15.10.2019, has been forwarded by the Mediation Centre duly signed by the appellant and the respondents as also their respective counsel and the learned Mediator.
2. The Settlement Agreement records that the arrears of the maintenance payable by the appellant to the respondents to the tune of Rs.2.68 lakhs, w.e.f. 01.05.2014 till 01.03.2019, shall be paid in the manner as set out in Clause (e). It has been agreed by the parties that out of a sum of Rs.2.68 lakhs, a sum of Rs.50,000/- has been already paid by the appellant to the respondents. The remaining amount has been agreed to be paid by the appellant in instalments on the dates mentioned in the Settlement Agreement.

Further, it has been agreed between the parties that the appellant shall continue paying a sum of Rs.8,000/- per month towards the maintenance to the respondent No.1 (wife) and the respondent No.2 (daughter), during the lifetime of the respondent No.1 or till the marriage of the respondent No.2, whichever event takes place later in time. Both the parties request that the Settlement Agreement dated 15.10.2019, be taken on record and the appeal be disposed of in terms thereof.

3. We have perused the Settlement Agreement, the same has been duly signed by both the parties, their respective counsel as well as the learned Mediator. The parties are present in the Court and confirm having signed the Settlement Agreement of their own free will and volition and without any undue influence or coercion from any quarters. There appears no legal impediment in accepting the same. Accordingly, the Settlement Agreement dated 15.10.2019, is taken on record.

4. The appeal is allowed in terms of the aforesaid Settlement Agreement. The parties shall remain bound by the terms and conditions of the same. The appellant is cautioned that any default on his part shall invite contempt of court proceedings, besides other legal recourse available to the respondents.

5. The appeal is disposed of alongwith the pending applications.

HIMA KOHLI, J

ASHA MENON, J

NOVEMBER 22, 2019

S