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

+ **MAT.APP.(F.C.) 5/2019**

ATUL SAREEN

..... Appellant

Through: Mr. Aniruddha Choudhury and Mr. Abhey
Narula, Advocates with the appellant in
person.

versus

SHWETA SAREEN

..... Respondent

Through: Mr. Shyam Babu, Advocate with respondent
in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

% **18.02.2020**

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(by the appellant for bringing on record the additional documents)

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 12.2.2020 has been placed on record. Learned counsel for the parties state that both the parties have agreed that the appellant shall pay a sum of Rs.12,50,000/- to the respondent, besides meeting the educational expenses of the son of the parties, who is in the care and custody of the respondent, in full and final settlement of all her claims against him and his family members.

2. From out of the agreed amount of Rs.12,50,000/-, it is agreed that a sum of Rs.2,50,000/- shall be paid by the appellant to the respondent at the

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time of dissolving the marriage of the parties by grant of a decree of divorce by mutual consent. It is stated before us that the parties shall jointly file a petition for grant of divorce by mutual consent before the learned Family Court within two weeks from today. It is further agreed that the balance sum of Rs.10,00,000/- shall be paid by the appellant in two instalments, the first instalment in terms of clause (f) and the second instalment in terms of clause (h) of the Settlement Agreement.

3. As for the custody and the visitation rights of the minor child of the parties, who is in the care and custody of the respondent, all the relevant terms and conditions of settlement have been recorded in clause (i) of the Settlement Agreement.

4. Counsel for the parties states that the Settlement Agreement be taken on record and the impugned judgment may be quashed and set aside for them to approach the Family Court by moving a joint petition for grant of divorce by mutual consent within two weeks from today.

5. We have perused the Settlement Agreement dated 12.02.2020. The same has been signed by the father of the appellant as his Power of Attorney holder, the respondent, counsel for the appellant and the learned Mediator. Both the parties are present in court. The appellant confirms that he has arrived at a settlement as recorded in the Settlement Agreement dated 12.2.2020 and states that he shall abide by the terms and conditions of the settlement. The decree of divorce granted vide the impugned judgment stands quashed. It has been clarified to the appellant that in the event, he reneges from any of the terms and conditions of the settlement, the

impugned judgment passed in favour of the respondent, shall stand revived. It is further clarified that in the event either of the parties fails to abide by the terms and conditions of the settlement then, besides other legal remedies, the defaulting spouse shall be liable to face contempt of court proceedings.

6. The present appeal is disposed of alongwith pending applications in terms of the settlement recorded above.

HIMA KOHLI, J

ASHA MENON, J

FEBRUARY 18, 2020

NA/ap