

\$~17 & 18

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ MAT.APP.(F.C.) 272/2019 & CM APPL. 46248/2019, 46250/2019 &
54373/2019
SUMIT TYAGI Appellant

Through: Ms. Vanika Baja, Advocate with
appellant in person

versus

SHWETA TYAGI & ORS Respondents
Through: Mr. Prosenjeet Banerjee & Ms. Shreya
Singhal, Advocates with respondent
No.1 in person

+ MAT.APP.(F.C.) 273/2019 & CM APPL. 46251/2019, CM APPL.
46253/2019 & CM APPL. 54372/2019

SUMIT TYAGI Appellant

Through: Ms. Vanika Baja, Advocate with
appellant in person

versus

SHWETA TYAGI Respondent
Through: Mr. Prosenjeet Banerjee & Ms. Shreya
Singhal, Advocates with respondent in
person

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

%

23.01.2020

1. Pursuant to the parties appearing before the learned Mediator, we are
informed that a comprehensive settlement has been arrived at between them

on 22.01.2020. The Settlement Agreement has been placed on record wherein, all the terms and conditions of the settlement have been recorded from paras (a) to (ee).

2. Broadly speaking, both the sides have accepted the jurisdiction of the Courts in Delhi in respect of the matrimonial disputes and other ancillary disputes that have arisen between them. The appellant has agreed not to act on the judgment dated 08.09.2019 passed by the Dubai Court of First Instance, UAE in a divorce petition filed by him against the respondent. He further undertakes to this Court that he shall not claim any recoveries of the fine imposed on the respondent under the said judgment. Both the parties have agreed to take joint steps to file a divorce petition for dissolution of their marriage by mutual consent before the Family Court at the earliest.

3. The appellant has also agreed to create a corpus for a sum of Rs.1 crore in the name of both the minor children, who are and shall remain in the exclusive care and custody of the respondent, i.e., Rs.50 lacs to each child, as per terms incorporated in para (d) of the Agreement. The manner in which the said corpus shall be utilised has also been set out in the Settlement Agreement. The appellant has agreed to clear the arrears of maintenance payable by him to the other side, to the tune of Rs.15 lacs, in two instalments of Rs.7.50 lacs each. The first instalment is payable by tomorrow, i.e., on 24.01.2020 and the second instalment shall be paid when the First Motion Petition is jointly filed by the parties before the Family Court.

4. The parties have further agreed that neither of them shall jeopardise the settlement by prosecuting, the litigations filed by them against each other, which includes the petition for an Anti-Suit injunction filed by the respondent

against the appellant before the Family Court, proceedings taken out by her against the appellant under the DV Act, a petition for maintenance and a divorce petition filed by the respondent against the appellant and/or any other proceedings filed by her before any other authority. The parties have also arrived at a settlement in respect of the immovable properties, one situated at Dubai and the other at Noida, India as described in para (h) & (i) of the Settlement Agreement.

5. Both the parties have agreed that since a decree of divorce has already been granted by the UAE Court in favour of the appellant in the absence of the respondent and now they have agreed to submit themselves to the jurisdiction of the Delhi Courts in respect of all their matrimonial disputes, the appellant shall not attempt to remarry till a decree of divorce by mutual consent is granted by the Family Court in Delhi, based on the joint petitions for divorce that they propose to file soon.

6. This court has perused the Settlement Agreement dated 22.01.2020. The same has been signed by the appellant and the respondent as also by their respective counsel and the learned Mediator. The appellant and the respondent are present in the Court and confirm to this Court that they have arrived at the settlement as recorded in the Settlement Agreement and that they shall remain bound by the terms and conditions of the same and the additional terms of settlement, recorded hereinabove. Both the parties have been cautioned that any breach or default of any of the terms of the settlement shall attract contempt of court proceedings besides other legal remedies that may be available to the aggrieved spouse. They assure this court that they shall not breach any of the terms and the undertakings recorded in the

Settlement Agreement and recorded above.

7. In view of the aforesaid submission and further in view of the fact that the parties have arrived at the aforesaid settlement of their own free will and volition, without any force, undue influence or coercion from any quarter, the same is accepted and taken on record. The parties shall remain bound by the same.

8. The appeals are disposed of in terms of the settlement arrived at while leaving the parties to bear their own expenses. This court places on record its appreciation for the sincere efforts made by the learned Mediator and by the learned counsel on both sides to facilitate an expeditious settlement between the parties.

9. A copy of this order be forwarded to the Organising Secretary, Delhi High Court Mediation and Conciliation Centre.

HIMA KOHLI, J

ASHA MENON, J

JANUARY 23, 2020

sm