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

+ **MAT.APP.(F.C.) 89/2019 & C.M. NO.13698/2019**

KANIKA VERMA NEE PASRICHA Appellant
Through Mr. Hash Jaidra, Advocate with the
appellant in person.

versus

UDAY KARAN VARMA Respondent
Through Mr. Arun Verma, Sr. Advocate with
Mr. Deepak Bashta, Ms. Sumeeta Sununwal,
Advocates and respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

% **07.02.2020**

**C.M. No.5112/2020 (joint application on behalf of the parties for
grant of divorce on the basis of mutual consent)**

1. The present appeal has been filed by the appellant/wife, who is aggrieved by the judgment dated 11.2.2019, passed by the Family Court granting a decree of divorce in favour of the respondent/husband on the grounds of cruelty.

2. It is jointly stated by learned counsel for the parties that during the pendency of the present appeal, both the parties have been able to arrive at an amicable settlement with the assistance of their family members and well-wishers. The original Memorandum of Settlement

dated 5.2.2020 has been enclosed with the present application wherein all the terms and conditions of the settlement have been recorded. The application has been moved with a prayer that this court may grant divorce to the parties on the basis of the mutual consent arrived at between them.

2. After submissions made by both sides, the parties who are present in court have agreed that the Memorandum of Settlement dated 5.2.2020 be taken on record and they be given liberty to approach the Family Court for filing a joint application for divorce by mutual consent and in the meantime, they shall start taking steps to withdraw all the civil/criminal cases filed by them against each other and/or their family members before various courts.

3. The Memorandum of Settlement records that the respondent has agreed to pay a sum of Rs.14 lakhs to the appellant in full and final settlement of all her claims against him and any other family member/relation. Besides the aforesaid amount, the respondent has also agreed to return three pieces of jewellery items mentioned in para (ii) of the Memorandum of Settlement. The appellant has agreed to handover the vacant peaceful possession of one bedroom in her occupation on the ground floor of residential premises bearing number A-1/156, Safdarjung Enclave, New Delhi to the respondent or his father.

4. Mr. Arun Verma, learned Senior Advocate appearing for the respondent states that his client has brought a Bank Draft for a sum of Rs.14 lakhs drawn in favour of the respondent and the three pieces of

jewellery mentioned in para (ii) of the Memorandum of Settlement.

5. Both the parties state that since they propose to move a joint petition for divorce by mutual consent before the Family Court within 10 days from today, the draft for a sum of Rs.14 lakhs agreed to be paid by the respondent to the appellant in full and final settlement, shall be handed over to her when the Family Court allows the Second Motion Petition for divorce. Parties have also agreed that the three pieces of jewellery shall be handed over contemporaneously by the respondent to the appellant. Similarly, the appellant shall also handover the keys of the room in the premises referred to hereinabove, to the respondent at the same time.

6. We have perused the application. The same has been signed by both the parties and their respective counsel. The application is supported by the affidavits of the parties. The Memorandum of Settlement has also been signed by the respective fathers of the parties.

7. On perusing the Memorandum of Settlement, we do not find any illegality therein. Both the parties state that they have arrived at the settlement of their own free will and volition. The same is taken on record. Parties shall remain bound by the terms and conditions of the settlement recorded in the Memorandum of Settlement and the terms recorded in this order.

8. The application is allowed and disposed of by quashing the impugned judgment. It is however made clear to the appellant that if she reneges from the terms and conditions of the Settlement recorded

in the Memorandum and above, including the condition that she and the respondent shall jointly approach the Family Court and apply for seeking divorce by mutual consent within a fixed timeline, then, the impugned judgment and decree shall stand automatically revived.

9. In view of the order passed above, the appeal is disposed of alongwith the pending application. The date already fixed i.e., 12.2.2020, is cancelled.

HIMA KOHLI, J

ASHA MENON, J

FEBRUARY 07, 2020

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