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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ MAT.APP.(F.C.) 175/2019, CM Appln. No.1135/2020 (O 23 R 1
CPC)
SUDESH

..... Appellant
Through: Mr. Narender Sharma, Advocate with
appellant in person.
versus

SANJAY KUMAR

..... Respondent
Through: Mr. Pradeep Kumar Arya, Mr.
Raj Karan Sharma, Mr. Aditya Kumar
Yadav, Ms. Deepika Khari, Ms.
Sanya Arora, Mr. Gaurav Chaudhary,
Advocate for respondent with
respondent in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MS. JUSTICE ASHA MENON

ORDER

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13.01.2020

C.M. Appl. No. 1135/2020 (Order 23 Rule 1 CPC filed jointly by parties)

1. The present application has been jointly filed by the appellant and the respondent stating *inter alia*, that pursuant to the order dated 06.01.2020, they have arrived at an amicable settlement.

2. The terms of settlement have been recorded in the Settlement Agreement dated 10.01.2020, enclosed with the present application and marked as Annexure A, wherein it has been recorded that both the parties have agreed that on the respondent paying a sum of Rs.12

lakhs to the appellant in full and final settlement of all her claims including maintenance, permanent alimony, return of dowry articles and *stridhan*, etc., in three instalments, as detailed in the Settlement Agreement, the appellant shall withdraw all the litigations initiated by her against the respondent and his family members and similarly, the respondent shall do the same.

3. It has been further agreed that out of a sum of Rs.12 lakhs, the respondent shall deposit a sum of Rs. 2 lakhs in this court on or before 13.01.2020. Today, it has been agreed that the respondent shall prepare a Demand Draft in the name of the appellant and will hand over the same to her through counsel, within one week. The balance sum of Rs.10 lakhs will be deposited by the respondent in the Registry in accordance with the time line agreed upon and recorded in the Settlement Agreement, i.e., in two instalments, first instalment of Rs.5 lakhs on or before 25.04.2020 and the second instalment of Rs.5 lakhs on or before 05.07.2020 and immediately on the FIR registered against the respondent, being quashed and the orders passed by the court being filed in the present appeal, the appellant shall be entitled to withdraw the sum of Rs.10 lakhs from the Registry.

4. It has further been agreed between the parties that till the sum of Rs.10 lakhs is so deposited by the respondent in the Registry, he shall continue paying maintenance @ Rs.12,000/- per month to the appellant. Both the parties agree that they shall take joint

steps at the earliest to file a petition for seeking quashing of the FIR. In the event the respondent reneges from the terms and conditions recorded in the Settlement Agreement and modified hereinabove, the appellant shall be at liberty to seek revival of the present appeal.

5. The application is allowed in terms of the settlement recorded in the Settlement Agreement dated 10.01.2020 and modified as recorded hereinabove.

6. The appeal is disposed of as not pressed alongwith the pending applications and the parties are left to bear their own costs.

HIMA KOHLI, J

ASHA MENON, J

JANUARY 13, 2020

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