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

+ **CONT.CAS(C) 967/2018**

VASVI GROVER Petitioner
Through Ms.Nidhi Parashar, Adv.

versus

MANISH GOVER Respondent
Through Ms.Rosemary Riju, Adv.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER
% **25.08.2020**

This hearing is conducted through Video-Conferencing.

CM No. 20297/2020 (exemption)

The application is allowed subject to all just exceptions.

CM No. 20296/2020

1. This application is filed by the respondent husband for clarification of the order dated 22.07.2020.
2. I am only note that on 22.07.200, this court with the consent of parties passed the following directions:-

“4. I have heard learned counsel for the parties. It is an accepted fact that interim maintenance for the children @ Rs.32,000/- per month has been paid by the respondent. The controversy revolves around the direction to pay Rs.5,000/- per month for arranging rented accommodation which was payable over and above the noted maintenance allowance.

5. At this stage, learned counsel for the parties have agreed to sort out the issue.

6. It has been agreed that on account of payment of Rs.5,000/- for arranging rented accommodation the respondent has already paid a sum of approximately Rs.62,000/-. It is agreed that he will pay another sum of Rs.2,40,000/- within six months, the first instalment of 25% payable within two months from today. He will in future also continue to pay the agreed rent @ Rs.5,000/- per month as per order of this court dated 5.9.2018. Learned counsel for the petitioner agrees to the aforesaid contentions.

7. Binding the respondent to the above, present contempt petition is disposed of. All pending applications, if any, also stand disposed of.”

3. Learned counsel for the applicant/respondent, however, states that the learned counsel who represented the respondent on 22.07.2020 had no instructions to enter into this compromise. It is further pointed out that in terms of the order of the concerned trial court dated 14.05.2015, a sum of Rs.5,000/- per month was to be paid only with effect from the date the petitioner produces rent receipts. It is pleaded that as per the said order, the petitioner was entitled to recover rent of an alternative accommodation on supplying of documents of rented accommodation/rent deed. It is pleaded that this has not been done since 2013 from which the petitioner is seeking rent for the alternative accommodation as the petitioner was staying with her parents in the interregnum period.

4. I may only note that this submission was made on the last date of hearing also. The order dated 22.07.2020 was passed after some arguments, where the aforesaid settlement was arrived at and recorded in court. It is

settled position of law that when learned counsel for parties on behalf of the parties agree to a settlement normally this court will not allow parties to wriggle out of the settlement.

5. I also cannot help noticing that in this case earlier also a settlement was reached between the parties which was recorded by this court on 05.09.2018. The respondent in fact has not even fully complied with the said order passed.

6. There is no merit in the application and the same is dismissed.

JAYANT NATH, J

AUGUST 25, 2020
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