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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CM(M) 522/2022, CM APPL. 26467/2022

NAVNEET KAUR CHANDHOK

..... Petitioner

Through: Mr. Ashok Chhabra, Adv.

versus

RAHUL SHARMA

..... Respondent

Through: Mr. Divanshu Sehgal, Adv.

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Date of Decision: 20th September, 2022**CORAM:****HON'BLE MR. JUSTICE DINESH KUMAR SHARMA****J U D G M E N T****DINESH KUMAR SHARMA, J. (Oral)**

1. The parties have reached the amicable settlement before the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 19th September, 2022. The same has been placed on record.
2. The terms and conditions of settlement arrived at between the parties are as under;

“1. It is agreed between both the parties that they shall dissolve their marriage by mutual consent. It is further agreed between the parties that the First Party shall pay a total sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the First Party towards her Stridhan, Gifts, alimony (past, present and future).

2. That both the parties shall file a petition under Section 13B(1)



of the Hindu Marriage Act within 15 days of the recording of the Settlement before the Ld. Mediator and Second Party shall pay a sum of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand Only) by means of Demand Draft in favor of the First Party before the Family Court at the time of recording the statement. It is further agreed between the First Party shall prepare the petition under section 13B(1) of the Hindu Marriage Act within one week of the signing of the Settlement Agreement and have it sent to the Second Party for the signatures as well as attestation of the affidavits. The Second Party shall within 3 days thereafter return the petition to the First Party signed and attested. The First Party shall then file the same in the family Court not later than the IS'" day of signing of the Settlement Agreement.*

3. After the passing of the order under Section 13B(1), the parties shall file a petition under Section 13B(2) of the Hindu Marriage Act within 60 days of the passing of the First Motion Petition along with application of waving off the period of six months period on account of health issue of First Party and the Second Party shall pay the remaining amount of Rs 1,50,000/- (Rupees One Lakh Fifty Thousand Only) at the time of recording of statement in Second Motion before the Ld. Family Court.

4. The parties have agreed that on payment of Rs.5,00 000/- (Rupees Five Lakhs Only), all claims relating to istridhan, gift etc. of the First Party shall stand fully finally settled and the First Party shall not make any other claim against the Second Party.

5. That after the passing of the order under Section 13B(1) the First Party shall withdraw HMA No. 1147/2017, MC: 315 of 2017, MC No. 646 of 2017 filed by her before the Ld. Family Court and Ld. Metropolitan Magistrate, Tis Hazari Court, Delhi.

6. That after the passing of the order under Section 13B(1) the mother of Second Party shall withdraw MC366 of 2017, filed by the mother of the Second Party against the First Party.

7. That after the dissolution of the marriage, the Second Party shall apply to the Hon'ble High Court under Section 482 of Cr.P.C. for quashing the above said 2 FIRs and First Party shall



fully cooperate in getting the FIRs quashed. It is agreed between the parties that on the date statement giving her consent for the quashing of the FIRs by the First Party is recorded by the Hon'ble Court, the second party shall pay to her a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) as the final payment out of the Rs. 5,00,000/- (Rupees Five Lakhs Only) as agreed.

8. The Second Party shall give an undertaking in form of affidavit in above mentioned cases in Mahila Court of Ms. Deepika Thakran and in the Family Court as well as to the Hon'ble High Court where proceedings under Section 482 of Cr.P.C. have been initiated that Second Party shall not misuse or circulate any of the photographs, videos etc of First Party captured either before the marriage or after the marriage in any social media or at any other place.

9. All alleged audio/video recordings/transcripts made by Second Party shall be destroyed by them and shall not be used against First Party, or in any other manner whatsoever.

10. The Second Party shall give an undertaking to the Mahila Court, Family Court as well as to the Hon'ble High Court where proceedings under Section 482 of Cr.P.C. have been initiated that Second Party shall not misuse or circulate any of the photographs, videos etc captured either before the marriage or after the marriage in any social media or at any other place.

11. The Second Party also agreed not to create any hindrance to the First Party.

12. That, in case either party withdraws their consent and fails to file and cooperate with the other party in the filing of the first motion within stipulated time of 7 days after signing of Settlement Agreement, the defaulting party would be liable to pay a penalty of Rs 1,00,000/- (Rupees One Lakh Only) to the other party."

3. The petitioner is connected through VC and the respondent is present in person in the Court. The parties as well as their learned counsel undertake to abide by the terms and conditions of the settlement



agreement.

4. The parties shall move an appropriate application before the learned Trial Court and other Courts for fulfilling the terms and conditions of the settlement.
5. Learned counsel for the petitioner submits that in view of the settlement dated 19th September, 2022, he does not wish to press the present petition.
6. Accordingly, the parties are held bound by the agreement 19th September, 2022.
7. In view of the submissions made the present petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 20, 2022

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