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

% Judgment delivered on: 11.05.2023

MAT.APP.(F.C.) 39/2023

+ **MAT.APP.(F.C.) 39/2023**

NAMITA JAIN

..... Appellant

versus

SAURABH JAIN

..... Respondent

Advocates who appeared in this case:

For the Appellant: Mr. M.P. Sahay with Mr.Eccha Shukla,
Ms. Awantika, Mr. Sachin Kharb and Mr. Nikhil
Kharbanda, Advocates with appellant in person

For the Respondent: Mr. Adab Singh Kapoor with Ms.Shefali Menezes,
Advocate with respondent in person.

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

CM APPL. 6376/2023 (exemption)

Exemption allowed subject to all just exceptions.

**MAT.APP.(F.C.) 39/2023 & CM APPL. 6375/2023(stay), CM
APPL. 6377/2023 (for condonation of delay), CM APPL.
6378/2023 (for condonation of delay in re-filing)**

1. Appellant impugns order dated 06.07.2022, whereby, a decree

of divorce has been granted on the petition filed by the respondent.

2. Parties were earlier referred to the Delhi High Court Mediation & Conciliation Centre. However, the matter could not be finally resolved. Thereafter with the intervention of the Court as well as the intervention of the respective counsel, parties have been able to settle their disputes and Settlement Agreement dated 11.05.2023 has been executed. A duly attested copy of the Settlement Agreement dated 11.05.2023 has been produced in Court. The same is taken on record.
3. Parties are present in person and also represented by counsel.
4. Respondent has undertaken to pay a sum of Rs.1 crore to the appellant in full and final settlement of all her claims towards past, present, future and permanent alimony. The jewellery items that are in the possession of the respondent and which have to be returned to the appellant were identified and entered in a list marked as Annexure – A before the Delhi High Court Mediation & Conciliation Centre.
5. Appellant has undertaken to cooperate in the quashing of FIR No.358/2016, Police Station Malviya Nagar. It is agreed that the petition seeking quashing shall be filed within a period of 15 days from today and on the appellant appearing before the Court and giving no objection to the quashing of the FIR, the amount of Rs.1 crore as well as the jewellery items shall be handed over to the appellant in Court. Both the parties have undertaken to withdraw their respective complaints/proceedings initiated by them against each other.

6. It has further been agreed that the respondent shall be the lawful guardian of the two minor children and the appellant and her family shall not claim any custody or visitation right qua the said children.

7. Parties undertake that they shall duly perform their respective obligations stipulated in the Settlement Agreement dated 11.05.2023.

8. It has also been agreed between the parties that the parties shall maintain strict confidentiality about the proceedings as well as the orders of the Court *inter alia* the impugned order granting decree of divorce. It has been undertaken by the parties that neither of them shall make any disclosure of any of the proceedings or allegations against each other to the public.

9. The undertaking of the parties is accepted.

10. In view of the settlement and undertaking of the respondent, the appellant seeks leave to withdraw the appeal.

11. Appeal is dismissed as withdrawn. However, parties are bound down to their agreement and undertaking.

12. Registry is directed to redact the names of the parties from the cause list and henceforth show the same as "*A vs. B*". Registry shall also keep the records of this case as well as the records of the Family Court in a sealed cover and shall not provide copies of the same to any third party except with the leave of this Court. Similar direction is also issued to the Family Court to keep the records of the case in a sealed cover and not to provide copy of the same to any third party

except with the leave of this Court. Strict confidentiality shall be maintained in respect of the records of the case.

SANJEEV SACHDEVA, J

MANOJ JAIN, J

MAY 11, 2023
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