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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment delivered on: 17.05.2023

+ MAT.APP.(F.C.) 53/2019 & CM APPL. 8409-10/2019

KHUSHI RAM SHARMA

..... Appellant

versus

SHARDA SHARMA

..... Respondent

Advocates who appeared in this case:

For the Appellant: Mr. Chandra Shekhar Yadav, Advocate with appellant in person.

For the Respondent: Mr. Nitesh Kumar Singh, Advocate with respondent and her daughter in person.

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Both the parties are present in Court in person. Appellant is the father-in-law of the respondent who is wife of his deceased son.
2. We have interacted with the parties as also the daughter of the respondent Ms. Kanika Sharma.
3. With the intervention of the Court and the good efforts of Ms. Kanika Sharma, the parties have been able to settle their disputes on

the following terms and conditions:

- i. Appellant undertakes that he shall hand over the possession of Shop No. 1, ground floor, (i.e. next to the staircase) of property bearing No. A-64, Mandir Mohalla, Samay Pur, Delhi-110042 for the purposes of running the shop and earning her livelihood.
- ii. Appellant undertakes that he shall have the Shop No. 1 vacated and hand it over to the respondent within a period of one month from today.
- iii. Shop No. 2 is presently under tenancy and the remaining period of tenancy of the shop is about 9 months, and appellant undertakes that on the expiry of the tenancy period of Shop No. 2, in case the respondent wants to change the shop, he shall exchange Shop No. 2 with Shop No. 1.
- iv. Appellant also undertakes that he shall not seek eviction of the shop from respondent and the respondent shall continue to occupy the same for her further maintenance.
- v. Respondent undertakes that when the possession of Shop No. 2 is handed over to her, she shall surrender Shop No. 1 while taking possession of Shop No. 2.
- vi. Respondent undertakes that on receipt of possession of either of the shops, she shall not make any claim for

maintenance against the appellant.

- vii. It is agreed that the respondent shall continue to reside on the first floor in the rooms in which they are presently residing.
- viii. Parties also assure that they shall reside amicably as a family and shall ensure that there is no breach of peace or any untoward incident in the house.
- ix. Appellant assures that he shall pay the school fee of the son of the respondent as and when the same is payable to the school. In the first instance, he assures that he shall pay the initial quarterly school fee of Rs. 7000/-.
- x. Respondent undertakes that she shall withdraw, compound and cooperate for quashing of all cases/complaints/petitions filed against the appellant and the other family members.
- xi. Appellant assures that whatever gold and jewellery items of the respondent are lying with the appellant or his wife, they shall be handed over to the respondent.
- xii. Respondent undertakes that view of the settlement in the above terms, she shall not seek execution of the impugned order or make any claim towards the arrears of maintenance.

4. The undertakings are accepted.

5. The appeal is accordingly disposed of in the above terms. The impugned order dated 10.08.2018 is consequently merged in the above order.

SANJEEV SACHDEVA, J

MANOJ JAIN, J

MAY 17, 2023

‘rs’

