

Neutral Citation Number : 2023:DHC:3483-DB

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

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Judgment delivered on: 17.05.2023

+ MAT.APP.(F.C.) 23/2023 & CM APPLS. 3677-79/2023

MS. POONAM GUPTA

..... APPELLANT

versus

DR. AJAY KUMAR SHAW

..... RESPONDENT

Advocates who appeared in this case:

For the Appellant: Mr. Aman Chawla and Mr. Karan Dua, Advocates with appellant in person

For the Respondent: Mr. Akshay Naagar and Mr. Charul Kadyan, Advocates with respondent in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant impugns order dated 19.10.2022, whereby the petition filed by the respondent-husband seeking divorce has been allowed and the marriage of the parties has been dissolved by a decree of divorce on the ground both of cruelty as well as unsoundness of mind.

2. It is observed that the divorce has been granted on the ground of cruelty and unsoundness of mind. Appellant, who is present in the Court, submits that she suffers from Bipolar Mood Disorder and is on medication and treatment, and presently does not suffer from any unsoundness of mind.

3. We have interacted with the appellant and find that today she is in a fit condition and is fully conscious and aware of all her surroundings and is in a fit state of mind. Accordingly, after interacting with the appellant, we are of the view that the appellant is capable of understanding the terms and conditions and that the settlement agreement has been arrived at by the appellant by fully understanding the same. She is present with her father and we are of the view that she does not suffer from any infirmity as on date.

4. Parties have settled their disputes and a Memorandum of Understanding dated 17.05.2023 has been executed between the parties. The original Memorandum of Understanding duly signed by the parties and their respective counsels has been produced in Court. The same is taken on record.

5. Parties, who are present in person, confirm that they have settled their disputes and have executed the settlement agreement.

6. In view of the above, the settlement agreement is exhibited and marked Exb. C 1.

7. Respondent-husband has undertaken to pay a sum of Rs.22 lakhs in full and final settlement of all claims of the appellant towards past, present, future and permanent alimony. Said amount of Rs.22 lakhs is to be paid in four instalments. Three instalments of Rs.6 lakhs each and the fourth instalment of Rs.4 lakhs. The first instalment of Rs.6 lakhs, which was payable today has been transferred by an online transfer mode during the pendency of these proceedings. Appellant confirms receipt of the same.

8. Appellant undertakes that she shall withdraw the complaint case filed under Domestic Violence Act, which is listed on 08.07.2023. On withdrawal of the same, respondent undertakes to pay the second

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instalment of Rs.6 lakhs to the appellant. Appellant further undertakes that she shall withdraw, compound, consent for quashing of the FIR No.73/2019 under Sections 498A, 406 and 34 IPC, police station Mayur Vihar, Phase-I. Respondent undertakes that on statement of the appellant being recorded consenting to the quashing of the FIR, he shall transfer another sum of Rs.6 lakhs to the appellant.

9. Respondent further undertakes that he shall pay the balance amount of Rs.4 lakhs on or before 31.12.2023.

10. Parties submit that in view of the above settlement, all their disputes *inter se* have been settled and they assure that they shall not initiate any other proceedings against each in future.

11. The undertaking of the parties is accepted.

12. We have perused the terms of the settlement and find the same to be lawful.

13. In view of the above settlement, appellant seeks leave to withdraw the appeal.

14. The appeal is accordingly dismissed as withdrawn, however, parties shall remain bound by the terms and conditions of the settlement agreement.

15. Copy of this order alongwith copy of the settlement agreement dated 17.05.2023 (Exb. C 1) be furnished to the parties under signature of the Court Master.

SANJEEV SACHDEVA, J

MAY 17, 2023/NA

MANOJ JAIN, J

Signature Not Verified

Digitally Signed
By: RASHMI KAPOOR
Signing Date: 19.05.2023
15:58:25

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