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

% Judgment delivered on : 19.04.2023

+ **MAT.APP.(F.C.) 32/2021 & CM APPL. 8254-55/2021**

SHREYAS TIWARI

..... Appellant

versus

SAUMYA TRIVEDI

..... Respondent

Advocates who appeared in this case:

For the Appellant:

Mr Mukesh Gupta, Advocate along with appellant in person

For the Respondent:

Mr Mukul Mehra and Mr Gaurav Deshraj, Advocates along with respondent in person

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant-husband impugns order dated 28.01.2020 whereby the application filed by the respondent (petitioner before the family

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court) under Section 24 of the Hindu Marriage Act, 1955 has been allowed and ad-interim maintenance fixed.

2. Parties have mutually settled their disputes and a Memorandum of Understanding dated 19.04.2023 has been executed.

3. Parties are present in person. They confirm the settlement agreement and undertake to abide by the terms and conditions of the settlement agreement.

4. As per the settlement agreement, the appellant-husband shall pay a sum of ₹ 12 lakhs to the respondent-wife in full and final settlement of all her claims towards the past, present, future and permanent alimony including *Stridhan*, etc. There is no child from the wedlock. Parties have also agreed to dissolve their marriage by mutual consent.

5. The settlement amount of ₹ 12 lakhs is to be paid in three instalments. The first instalment of ₹ 5 lakhs shall be paid at the time of recording of statement under Section 13-B(1) of the Hindu Marriage Act, 1955 (First Motion) and another sum of ₹ 5 lakhs shall be paid at the time of recording of statement under Section 13-B(2) of the Hindu Marriage Act, 1955 (Second Motion). The balance sum of ₹ 2 lakhs is to be paid at the time of quashing of the FIR under Section 482 Cr. P.C. filed by the respondent against the appellant.

6. It is also agreed that the mother of the respondent who has filed a case under Section 12 of the Protection of Women from Domestic Violence Act, 2005 shall also be withdrawn. The mother of the respondent is present in person and is also a signatory to the MoU. She confirms that in view of the settlement she shall withdraw her case.

7. Parties have also filed a joint application for taking on record the settlement agreement.

8. The application is handed over in Court. The same be registered and numbered by the Registry. The application along with MoU which is being filed in original is taken on record.

9. Appellant who is present in person undertakes that he shall pay the amounts as agreed as per the schedule. The respondent and her mother who are present in Court undertake that they shall fully cooperate with the quashing of the subject FIR against the appellant as well as the parents of the appellant. The undertakings are accepted.

10. In view of the above, the appeal is disposed of in terms of the settlement and parties shall file appropriate proceedings for dissolution of marriage by mutual consent. It is also directed that in case an application is filed for waiver of statutory period as prescribed under Section 13-B (2) of the Hindu Marriage Act, 1955, the family court shall take into account the fact that the parties have been

separated since May, 2018 and the subject petition was filed in June, 2018 and favourably consider granting of waiver.

SANJEEV SACHDEVA, J

VIKAS MAHAJAN, J

APRIL 19, 2023
‘rs’

