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

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Judgment delivered on: 14.03.2023

+ MAT.APP.(F.C.) 134/2020 & CM APPL.27953/2020

ANKUR KOHLI

..... Appellant

versus

VINITA KOHLI

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Mr. Arvind Kumar Gupta and Mr. Abhiesumat Gupta, Advocates with petitioner.

For the Respondent: Mr. Uttam Kumar, Mr. Satish Sharma and Ms. Vineeta Kohli, Advocates with respondent.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant impugns the order dated 07.11.2019 where by the petition filed by the appellant seeking divorce under Section 13 (1)(i)(a) and 13(1)(i)(b) of the Hindu Marriage Act, 1955 (hereinafter referred to as the Act) on the ground of cruelty and desertion has been dismissed.

2. Parties have settled their disputes and a memorandum of understanding dated 14.03.2023 has been executed. The parties are present in person and also represented by their respective counsel. Parties confirm the settlement terms.

3. We have perused the terms of settlement and find the same under law. The parties who are present in person undertake that they shall abide by the respective terms and conditions and obligations as contained in the Memorandum of Understanding dated 14.03.2023. The original Memorandum of Understanding dated 14.03.2023 has been produced before the Court duly signed by the parties and their respective counsel. The same is taken on record.

4. Parties have agreed to dissolve their marriage by obtaining divorce by mutual consent. Appellant husband has undertaken to pay a sum of Rs.22 lacs towards past, present and future maintenance of the respondent.

5. The amount of Rs.22 lacs is payable in three instalments. A sum of Rs.7.50,000/- at the time of recording of statement of first motion and another sum of Rs. 7.50,000/- at the time of recording of statement of second motion. Balance amount of Rs.7 lacs is to be paid at the time of quashing of FIR No. 266/2011 under Section 498A/406 IPC, Police Station Mukherjee Nagar.

6. Respondent undertakes that on payment of said amount of Rs.7 lacs she shall cooperate with quashing of the FIR and give her no objection qua the same.

7. Parties pray that the divorce petition filed by the appellant be restored and be permitted to be amended to a petition under Section 13B of the Act.

8. In view of the above, the impugned order dated 07.11.2019 is set aside, the petition is restored to its original number on the record of the Family Court.

9. In view of the above statement and prayer of the parties, the petition is allowed to be amended and the petition filed by the appellant's husband under Section 13 (1) of the Act being HMA No.272/2014 is converted to a petition under Section 13B(1) of the Act on the record of the Family Court.

10. The amended petition duly signed and supported by respective affidavits of parties be filed before the Family Court on 27.03.2023.

11. On an application being filed seeking waiver of the statutory period of six months, the Family Court shall take into account the fact that parties have separated in the year 2010 and have been litigating since the year 2011 and grant waiver of the statutory period of six months as prescribed under Section 13B(2) of the Act.

12. Parties shall be personally present before the Family Court on 27.03.2023 for recording of their respective statements under Section 13 B(1) and 13B(2) of the Act.

13. The appeal is accordingly disposed of in above terms.

14. The order be given *dasti* under signatures of Court Master. Copy of Memorandum of Understanding dated 14.03.2023 shall form the part of this order and be also supplied to the parties under

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signature of the Court Master.

SANJEEV SACHDEVA, J

VIKAS MAHAJAN, J

MARCH 14, 2023/tp

