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

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Judgment delivered on: 20.04.2023

+ MAT.APP.(F.C.) 207/2022, CM APPL. 54716/2022, CM APPL. 54717/2022, CM APPL. 54719/2022, CM APPL. 54718/2022, CM APPL. 54720/2022 & CM APPL. 19562/2023

RAHUL SHARMA

..... Petitioner

versus

ANISHA SHARMA

.....Respondent

Advocates who appeared in this case:

For the Petitioner: Mr. Achin Goel, Adv. with appellant in person

For the Respondent: Respondent in person (through VC)

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant impugns order dated 07.07.2022 whereby the application filed by the respondent under Section 25 of The Hindu Marriage Act, 1955 has been allowed.

2. Parties were referred to mediation. Parties have settled their disputes.

3. Settlement agreement dated 12.04.2023 has been executed between the parties. The parties are present in person. The respondent is connected through VC.

4. It has been agreed between the parties that a sum of ₹10,00,000/- shall be paid by the appellant to the respondent towards her claim for past, present and future maintenance. An amount of ₹10,00,000/- has been deposited with the Registrar General of this Court pursuant to order dated 16.12.2022. It is agreed that said amount be released to the respondent on an application being made.

5. Respondent has filed the application being C.M. No. 19562/2023 seeking release of the said amount.

6. It is further agreed that the appellant shall continue to pay a sum of ₹ 7,000/- per month for the child till August, 2023.

7. He shall further pay a sum of ₹15,00,000/- at the time of recording of the statement of the parties for quashing of FIR filed by the appellant.

8. It is further being agreed that parties shall withdraw the respective petitions filed by them against each other. The parties who are present undertake to abide by the terms and conditions of the settlement.

9. We have perused the terms of settlement and find the same to be lawful. We also accept the undertaking given by the parties to abide by the terms of the settlement.

10. Learned counsel for the appellant submits that in view of the settlement between the parties he seeks to withdraw the appeal.

11. In view of the above, the appeal is dismissed as withdrawn.

12. Parties are bound down to the statement and the respective obligation contained in settlement agreement dated 12.04.2023.

13. C.M. No. 19562/2023 is also allowed. The Registry is directed to release the entire amount deposited by the appellant along with interest accrued thereon, if any, in favour of the respondent.

SANJEEV SACHDEVA, J

VIKAS MAHAJAN, J

APRIL 20, 2023/NSA