



and future maintenance and the aforesaid amount is towards full and final settlement of all disputes between the parties and the petitioner has agreed to pay the entire amount in 04 installments of Rs.10 lakhs each. The first installment of Rs.10 lakhs has already been paid.

5. Relevant portion of the settlement agreement is reproduced hereunder:

“xxx....xxx....xxx

8. *The following settlement has been arrived at between the parties hereto:*

a) *That it is agreed between the parties to the settlement that as stated above, since the first party-Amit Pandita is residing in Auckland, New Zealand, so, the present settlement will be sent to him through official email and the first party after signing the same will get the same notarized from the "Justice of the Peace, Pakuranga Library, 7 Aylesbury Street, Pakuranga, Auckland 2010" and will send the original copy of the settlement to the Mediation and Conciliation Centre of this Hon'ble Court.*

b) *That the first party has agreed to pay a total sum of Rs. 40,00,000/- (Rupees Forty Lacs only) to the second party as permanent alimony (past, present and future maintenance) for herself and the minor son Aaditya Pandita as a full and final settlement of all the disputes between the parties, in four equal instalments. This amount includes and satisfies all other amount of maintenance/compensation granted while cancelling regular bail Re: CRM-M-50481 of 2018; granting divorce with regard to the FAO-6119 of 2019; granting maintenance with regard to CRM- M-40629 of 2021 and any other case, if any. After receiving the entire amount of Rs.40,00,000/-(Rupees Forty Lakhs), second party shall make a statement with regard to the same, before this Hon'ble Court on the date fixed.*

c) *That it is agreed between the parties that the first instalment of Rs.10,00,000/- (Rupees Ten Lakhs only) will be given by the first party to the second party by transferring the same in account No.50100140154808 IFSC Code HDFC0002852, at Cyber City Branch, Gurugram maintained by the second party at the time of signing of the settlement by the second party.*



d) *That it is agreed between both the parties that the second instalment of Rs.10,00,000/- (Rupees Ten Lakhs only) will be given/transferred by the first party to the second party at the time of filing a petition before this Hon'ble Court for quashing of FIR No.54 dated 09.04.2016 under Section 406, 498-A, 34 of IPC registered by the second party against the first party and his parents at Police Station Women, Gurugram and quashing of subsequent proceedings. The said quashing petition will be filed within a period of one month from signing of the settlement deed by the second party. The second party will cooperate in filing the said quashing petition in all respects.*

c) *That it is agreed between both the parties that the third instalment of Rs. 10,00,000/- (Rupees Ten Lakhs only) will be given/transferred by the first party to the second party at the time of recording the statement of the second party before the Court concerned as directed by this Hon'ble High Court in a petition for quashing of FIR No.54 dated 09.04.2016 under Section 406, 498-A, 34 of IPC registered by the second party against the first party and his parents at Police Station Women, Gurugram.*

f) *That it is agreed between both the parties that the fourth instalment of Rs.10,00,000/- (Rupees Ten Lakhs only) will be given/transferred by the first party to the second party at the time of final disposal of the petition for quashing of FIR No.54 dated 09.04.2016 under Section 406, 498-A, 34 of IPC registered by the second party against the first party and his parents at Police Station Women, Gurugram.*

g) *That it is the agreed case of both the parties that the first party will withdraw all the cases/appeals/petitions other than FAO-6119 of 2019 filed by the first party and are pending before this Hon'ble Court, details of which are mentioned in para No.7 (i) to (iv) along the present petition i.e. CRM-M-40629-2021. FAO-6119 of 2019 pending before this Hon'ble Court against grant of divorce on cruelty, is agreed by the second party to make a request/joint application for an order of divorce on mutual consent on the basis of this settlement/compromise and second party agrees to ensure her representation in this case for its closure as per terms of this settlement/agreement. Second party also undertakes to withdraw all complaints, cases, applications etc filed against first party and his parents, if any.*



h) That it is also settled between both the parties that the first party will have visitation rights to meet his minor son Aaditya Pandita, twice a year in summer and winter vacations for 8 days Le four consecutive days in each vacation from 11:00AM to 06:00 PM. It is also settled between both the parties that the night stay of the minor son Aaditya Pandita with the first party is not permissible

6) That it is also settled between the parties that a joint locker is in operation with Punjab National Bank, Jammu and is currently empty but need to be closed officially. For closing the said locker, the presence of second party is required and the second party undertakes to visit and give her consent to the Punjab National Bank, Jammu for closer of the said locker account within two months from signing the settlement/compromise or to the convenience of both the parties.

j) That it is agreed between both the parties that the allegations and counter allegations levelled by both the parties against each other in the past will become null and void from today as the dispute between the parties has been finally and amicable settled and both the parties undertake not to indulge in levelling any sort of allegations in future.

k) That it has been agreed between both the parties that other than above any case/complaint/petition/appeal etc. is pending against any of the party hereto filed by the other party which is not mentioned here-in-above regarding the matrimonial dispute between the parties, the same will also be withdrawn by the concerned party on coming to know about the same.

9. By signing this Agreement the parties hereto state that the parties have no further claims or demands against each other with respect to the suit/claim/proceedings respectively relating to matrimonial disputes and differences etc. and otherwise in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and they shall not institute any other case against each other with reference to the present claim.

10. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

11. That it has been further agreed by both the parties if the second party backs out from the terms of the present settlement, the amount so



paid by the first party shall be returned to the first party and the first party will be at liberty to take recourse of law including contempt of Court. In case the first party back out from the terms and conditions as stated above, then the amount paid by the first party shall be forfeited and all the cases that were pending shall be revived at the instance of the party concerned. The same remedy of contempt of Court will also be available for the second party against the first party.

12. That the parties to this agreement hereby state that they have read the agreement and that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

13. With the execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

14. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above settlement/compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”

6. Learned counsel counsel for the petitioner submits that the petitioner shall remain bound by the terms and conditions of the settlement and submits that in view of the settlement between the parties, the present petition may be disposed of.

7. In view of the above settlement, order dated 15.10.2019 passed by learned Family Court, Gurugram, Haryana in Maintenance Case (MNT) 04 of 2017 (Annexure P-1) is hereby quashed.

8. However, liberty is granted to the respondents to revive the present petition, in case, the petitioner fails to comply with the terms and conditions of the aforesaid settlement agreement.

November 05, 2024
manisha

(HARPREET SINGH BRAR)
JUDGE

(i)	Whether speaking/reasoned	Yes/No
(ii)	Whether reportable	Yes/No