



\$~18

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

+ **MAT.APP.(F.C.) 32/2024, CM APPL. 4294/2024-Stay**

MRS. SONALI RATNA

.....Appellant

Through: Mr. Prosenjeet Banerjee, Mr. Sarthak Bhardwaj, Mr. Rajneesh Bhaskar and Mr. Rachit Raushan, Advs. with appellant in person.

versus

MR. HIMANSHU KUMAR SINGH

.....Respondent

Through: Mr. Rahul Gupta, Adv. with respondent in person

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

23.10.2024

%

1. The present appeal under Section 19 of the Family Courts Act, 1984 read with Section 28 of the Hindu Marriage Act, 1955 was filed assailing the judgment dated 23.12.2023 passed by the learned Family Court, Rohini Courts, North, New Delhi in HMA No.59906/2016. Vide the impugned judgment, the learned Family Court had allowed the petition preferred by the respondent under Section 13(1)(ia) of the Hindu Marriage Act, 1955.
2. During the course of the present appeal, the parties were referred to mediation where they have arrived at an amicable settlement by way of a Settlement Agreement executed on 30.09.2024, a copy thereof has been placed on record.



3. A perusal of the said settlement agreement shows that the parties have agreed to part ways mutually and have, therefore, agreed that the decree of divorce be treated as having attained finality and have further agreed that the findings rendered against the appellant vis-a-vis, cruelty be quashed.

4. Having perused the terms of the said Settlement Agreement, we dispose of the present appeal in terms of the aforesaid Settlement Agreement arrived at between the parties and make it clear that while the marriage of the parties stands dissolved in terms of the impugned judgment dated 23.12.2023, however, in the peculiar facts of the present case, where the parties have agreed to withdraw the allegations levelled against each other and executed a Settlement Agreement *inter se* themselves as well, the other findings qua cruelty against the appellant stand quashed and, will therefore, not be relied upon in any proceedings *inter se* the parties or by any other party in any other forum.

5. Needless to state, the parties will remain bound by the terms of the said Settlement Agreement and, therefore, the respondent will pay the remaining amount(s) as set out in para 7 of the settlement agreement which for the sake of completeness is being noted hereinbelow:

“7. The Second Party has agreed to make the entire payment of settlement amount as detailed herein below against written receipt issued by the First Party to the Second Party:

<i>S.no.</i>	<i>Amount (in Rupees)</i>	<i>Dated</i>
<i>1</i>	<i>Rs. 11,00,000/- (already paid)</i>	<i>At the time of signing of the present Settlement Agreement i.e. 30.09.2024</i>
<i>1</i>	<i>Rs. 26,00,000/-</i>	<i>On or before 30.10.2024</i>
<i>2</i>	<i>Rs. 15,00,000/-</i>	<i>On or before</i>



		31.03.2026
3	Rs. 10,00,000/-	On or before 31.03.2027

6. The appeal alongwith the pending application is accordingly, disposed of in terms of the Settlement Agreement.

REKHA PALLI, J

SAURABH BANERJEE, J

OCTOBER 23, 2024/So