



\$~45

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

+ **CONT.CAS(C) 227/2023**

SHIVALI CHANDRA

..... Petitioner

Through: Mr. Abhey Narula, Advocate.
(M): 9999821737
Email: abhayq.narulaandassociates

versus

ASHISH SINGH

..... Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

03.05.2024

%

1. Learned counsel for the petitioner points out that the parties have settled their disputes by way of a Settlement Agreement dated 22nd November, 2023 before the Delhi High Court Mediation and Conciliation Centre. The said Settlement Agreement is on record and the same reads as under:

“xxx xxx xxx

a) It is agreed between the parties that within a period of 6 weeks of the execution of the present Settlement Agreement, the Second Party shall pay a total payment of Rs.20,00,000/- (Rupees Twenty Lacs Only)(Hereinafter referred to as the Settlement Amount) to the First Party towards the maintenance of the minor daughter of the parties by transferring the said amount to the account of the First Party, details of which are already available with the Second Party.

b) The Settlement Amount of Rs.20,00,000/- shall be paid by the Second Party in the following manner:

(i) The Second Party shall pay a sum of Rs. 10,00,000/- to the First Party on or before 5th, December, 2023.



(ii) The Second Party shall pay the balance amount of Rs. 10,00,000/- to the First Party on or before 5th, January, 2023.

c) The First Party shall be entitled to utilize the said Settlement Amount as she may deem fit for the best interest and welfare of the minor child.

d) It is agreed between the parties that Second Party shall not be liable for any payment towards any expenses of the minor child on payment of the Settlement Amount and all expenses shall be borne by the First Party thereafter.

e) It is agreed between the parties that the minor daughter, Aashvi, aged about 5 years, shall be under the sole, absolute and exclusive legal custody of the First Party and the Second Party and his family members or friends voluntarily agree that they shall not have any access, meeting or visitation rights to the child. The Second Party voluntarily agrees to forfeit and waive any kind of claim or right in any form/manner over the child or over any of her assets at all the times to come, present or future.

f) The Second Party and/or his family members or friends shall not contact the First Party or the minor child through any mode including but not limited to physically visiting the residence or workplace of the First Party or the school of the minor child or any other location. The Second Party agrees not to contact the minor child through telephone or video calls, email, social media or send any gifts through any third party or any vendors or service.

g) It is agreed that the First Party shall, as the sole parent of the minor child have all rights to sign any and all documents. Government or private, in relation to the child as a Single Parent (Mother) and shall not require the consent or authorization of the Second Party to take any decisions relating to the minor child including her education. The First Party shall be entitled to apply for Visa and other travel permissions when travelling with the child to any place outside India as her single parent and she shall be further entitled to sign appropriate application or submitting visa or other applications for her to travel alone. By way of the present Settlement Agreement, the Second Party gives his No Objection to the First Party to sign all documents for the minor daughter as her Single parent. The First Party shall be entitled to move appropriate applications for deletion of the name of the Second Party from existing documents and records or for renewal or application for any fresh documents as may be required for the minor child.



h) The parties state that they shall not initiate any proceeding(s) against each other before any court/ forum / authorities and further undertake not to do the same in future except for implementation of the terms and conditions stipulated herein.

i) That both the parties agree and undertake to be bound by and to abide by the terms of this Settlement Agreement. The parties further agree and undertake that they shall not resile from or dispute this Settlement Agreement in future. Both the parties undertake and agree to strictly and timely abide by the terms and conditions of this present Settlement Agreement.

j) It is agreed between the parties that in case the Second Party fails to pay the Settlement Amount in the period stipulated in the present Settlement, the Second Party shall in addition to the Settlement Amount be liable to pay a penalty amount of Rs.20,00,000/- within 7 days of such default. In addition to the penalty amount payable by the Second Party, the First Party shall be entitled to pursue all proceedings filed by her including the Contempt Petition and the Execution Petitions already pending and file such other proceedings as she may be advised.

k) Both the parties, in good faith, undertake and agree not to level allegations of any kind against each other and not to put anything against each other including photographs on any public platform including but not limited to any social networking websites such as facebook, twitter, instagram etc. directly or indirectly, through the people known/ related to them and / or print media and electronic media etc. Both the parties also agree and undertake not to convey anything by spoken / written words against each other as well as their respective families.

l) It is agreed between the parties that after the Second Party transfer the first installment of Rs. 10,00,000/- to the First Party, the Second Party shall move an appropriate application along with a copy of the present Settlement before the Ld. Family Court, Patiala House, New Delhi alongwith an undertaking to abide by the terms of the present Settlement. The Second Party shall be entitled to seek appropriate directions that the orders directing cancellation of the passport and work permit of the Second Party passed in the Execution Petitions may be recalled subject to the terms of the present Settlement. In case the Second Party fails to make the second installment within the Stipulated period the First Party shall in addition to the Penalty amount stipulated hereinafter be entitled to move an appropriate



application before the Ld. Family Court, Patiala House, New Delhi for cancellation of the passport and work permit of the Second Party.

After the receipt of the second installment of the Settlement Amount, the parties shall move an appropriate application(s) before the Hon'ble Delhi High Court and the Ld. Family Court, New Delhi District, New Delhi praying that the Contempt Petition, the Execution Petitions filed by the First Party and the review applications filed by both the parties mentioned hereinabove may be disposed off in terms of the present Settlement.

m) Both the parties undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.

n) The Second Party has instructed his attorney abovenamed to be present before the Mediation Centre on his behalf to sign the present Agreement and he shall be bound by all the terms of the present Agreement.

xxx xxx xxx”

2. Both the parties are held bound by the aforesaid settlement and they are directed to comply with the aforesaid Settlement Agreement in its true letter and spirit.
3. Binding the parties with the aforesaid Settlement Agreement, the present petition is disposed of, as having been satisfied.

MINI PUSHKARNA, J

MAY 3, 2024

au