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

+ MAT.APP.(F.C.) 58/2023, CM APPL. 9660/2023-Stay, CM APPL. 22960/2024-For production of additional evidence.
MANOJ SINGH NEGI

.....Appellant
Through: Mr. A.K. Mishra, Adv alongwith
appellant through VC
versus

RUCHI

.....Respondent
Through: Ms. Nidhi Mohan Parashar, Mr.
Vikrant Kumar and Mr. Aman
Bajpayee, Advs

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MAT.APP.(F.C.) 142/2023

RUCHI

.....Appellant
Through: Ms. Nidhi Mohan Parashar, Mr.
Vikrant Kumar and Mr. Aman
Bajpayee, Advs

versus

MANOJ SINGH NEGI

.....Respondent
Through: Mr. A.K. Mishra, Adv alongwith
respondent through VC

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

28.10.2024

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1. Learned counsel for the parties jointly submit that the parties have



been able to arrive at a settlement agreement, the terms whereof after being handed over in Court are reproduced as under-

1. *“Parties are divorced pursuant to the divorce decree dated 24.05.2023 passed by the Family Court in HMA No. 506/2016.*
2. *That it has been mutually agreed between the Parties that the Appellant shall pay the Respondent a sum of Rs. 9,00,000/- (Rupees Nine Lakh only) towards full and final settlement of all claims of the Respondent including towards alimony and maintenance and compensation, if any.*
3. *That the amount of Rs. 9,00,000/- (Rupees Nine Lakh only) shall be paid by way of Demand Draft in favour of the Respondent as follows-*
 - (i) *Rs. 3,00,000/- (Rupees Three Lakh) on 04.12.2024. The said payment shall be made simultaneous to the withdrawal of the Complaint Case no. 637975/2016 pending before Chief Metropolitan Magistrate, South-East, Saket, New Delhi which is listed on 4.12.2024.*
 - (ii) *Rs. 3,00,000/- (Rupees Three Lakh) in March, 2025. The said payment shall be made simultaneous to the withdrawal of the execution petition bearing Execution Criminal No. 297/2023 pending before the Principal Judge, Family Court, South-East, Saket, Delhi. The parties have agreed that on 22.11.2024, they will made a joint request for adjournment of the execution to the first week of March 2025 to facilitate the said payment and withdrawal.*
 - (iii) *Rs. 3, 00,000/- (Rupees Three Lakh) by or before 31.05.2025. The said payment shall be made at the time of quashing of FIR No. 316/2016 registered under Section 498A, 406 and 34 of IPC. The Appellant undertakes to file and get listed the said quashing petition before the Hon’ble High Court of Delhi by or before 31.05.2025.*
4. *The Respondent undertakes to extend complete cooperation for the*



quashing of FIR No. 316/2016 including issuance of the NOC and remaining present at the time of the listing of the quashing petition.

5. *That time is of the essence as regards the payments agreed to be paid by the Appellant to the Respondent. In case of any default/ delay in payment as per the aforementioned schedule, the Appellant shall pay interest @ 12 % per annum from the date of default till the date of payment.*
 6. *That it is also agreed between the Parties that pursuant to payment of the Rs.9,00,000/- (Rupees Nine Lakh only) to the Respondent, all the claims of the Respondent as against the Appellant shall stand extinguished in law and in future the Respondent shall not file any case, action, claim of maintenance, alimony, inheritance, marriage expenses, educational expenses or any other expenses under any enactment and shall not claim any amount in future from the Appellant or his relatives towards the same or any other claim.*
 7. *That it has also been agreed that Parties shall not initiate any case or police complaints against each other or their family members as regards the marriage between the Parties after receipt of Rs.9,00,000/- (Rupees Nine Lakh only).*
 8. *In the event that the Appellant fails to comply with the terms and conditions of this settlement, the amount already paid by the Appellant to the Respondent shall be forfeited, and the Appellant shall not be entitled to reclaim this amount from the Respondent. Conversely, if the Respondent fails to comply with the terms and conditions of this settlement, she shall be liable to pay twice the amount already received under this settlement. The Parties have mutually agreed that, in the event of any breach of the terms and conditions of this settlement, they reserve the right to revive all pending cases in their entirety.”*
2. The appellant and his counsel, who have joined through Video Conferencing, submit that the appellant undertakes to abide by these terms



which have been drafted on his instructions.

3. Therefore, they pray that the appeals be disposed of in the terms aforementioned, which now form a part of the records.

4. Accordingly, subject to both sides filing their respective affidavits within two weeks from today, both appeals, alongwith pending applications, are disposed of.

5. Lastly, the next date of hearing i.e., 06.11.2024 stands cancelled.

REKHA PALLI, J

SAURABH BANERJEE, J

OCTOBER 28, 2024/Ab