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

+ MAT.APP.(F.C.) 85/2024, CM APPL. 16385/2024 –Stay.

CM APPL. 16389/2024 –Int. dir. & CM APPL. 37648/2024

KRITI SINGH

.....Appellant

Through: Mr Ajay Mehrotra, Adv. with
appellant & her father in person and
brother through VC.

Versus

AKSHAY PANWAR

.....Respondent

Through: Mr Ashwin Vaish, Mr Vinod Pandey
and Mr Himanshu Pandey, Advs.
along with respondent in person.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

30.09.2024

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1. The present appeal has been filed by the appellant under Section 19 of the Family Courts Act, 1984 assailing the order dated 06.02.2024 passed by the learned Family Court, Patiala House Court, New Delhi in Mt.No. 15/2023 and HMA No. 30/2023.
2. During the pendency of the present appeal, the parties have arrived at an amicable settlement before the Delhi High Court Mediation and Conciliation Centre on 30.09.2024, a copy whereof has been placed on record. Even though we find that page 5 of the said Settlement Agreement has not been signed by the respondent, learned counsel for the respondent on instructions from the respondent who is present in Court, submits that the same is on account of an inadvertent oversight



on his behalf. He submits that the respondent undertakes to abide by each and every term of the Settlement Agreement. The terms of the Settlement as contained in paragraphs 7 and 18 of the agreement read as under:

“7. The parties have agreed to amicably settle all their disputes in the following terms of settlement mentioned herein below:-

a) The Second Party agrees that he shall pay to the First Party a sum of Rs.27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand only) in all towards all her past,, present and future claims, alimony including Stridhan or on whatsoever account, under the terms of this Settlement Agreement and the First Party unequivocally acknowledges and accepts the same as full and final settlement of all her past, present and future claims from the Second Party, including for maintenance and for any other expenses on any account.

b) Both the First and Second Party agree and undertake to take all necessary steps to dissolve their marriage by filing a joint petition for divorce by mutual consent under section 13B (1) and 13B (2) of the Hindu Marriage Act, 1955 before the concerned Family Court, New Delhi, having jurisdiction and to take all steps as required thereto, without causing any delay. The Parties agree and undertake to co-operate, appear before the appropriate Court(s) as and when required for the purposes of recording their statements. Both the First Motion and the Second motion petition for mutual divorce shall be instituted by the Parties and the Parties shall bear their own expenses for legal assistance, , if any. The



Petition/s shall be filed within a period of two weeks from the date of depositing of Demand Draft/ Bankers' cheque of Rs.27,00,000/-(Rupees Twenty Seven Lakhs Only) by the Second Party.

c) The Second Party has agreed and is hereby paying to the First Party who also agrees to accept a sum of Rs.50,000/-(Rupees Fifty Thousand Only) at the time of signing of this Settlement Agreement vide cheque No. 421810 date 30.09.2024 drawn on State Bank of India, subject to encashment.

d) Both the parties have agreed that the balance sum of Rs.27,00,000/- (Rupees Twenty Seven, Lakhs Only) shall be paid to the First Party by the Second Party depositing before the Hon'ble High Court of Delhi a Demand Draft/ Banker's Cheque for the said amount in the name of 'The Registrar .General, High Court of Delhi' on or before 20.10.2024 to be kept in the form of an FDR for the benefit of First Party who would be allowed to encash the amount Rs.27,00,000/-(Rupees Twenty Seven Lakhs Only) alongwith the accrued interest after all cases stand withdrawn/ quashed by the respective Courts. Both the parties also agree that the amount of Rs.27,00,000/-(Rupees Twenty Seven Lakhs Only) lying deposited before this Hon'ble Court may be withdrawn by the First Party after an application is moved before this Hon'ble Court by the First Party, with prior Notice to the Second Party.

e) The Parties further agree that the First Party shall withdraw all cases filed by her/her family, after the grant of the Decree of Divorce by mutual consent is granted, i.e. cases mentioned in paragraph 2 i to vi, above. The parties also agree



that they shall file appropriate proceedings to withdraw or quash the Criminal cases filed by the Parties/ their families against each other.

f) It is understood by and between both the parties that no interim maintenance past or future is to be paid by the Second Party to the First Party, henceforth on any account after signing of the present Settlement Agreement.

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18. That it is agreed between the Parties that in case the Second Party fails to abide by the terms and conditions of this Settlement Agreement and fails to appear before the Family Court or the Hon'ble High Court or any court where his/their presence is required to satisfy the terms of this settlement agreement, the amount already paid by the Second Party to the First party shall stand forfeited. In case, the First party fails to abide by the terms and conditions of the present Settlement Agreement and fails to appear before the concerned Family Court or the Hon'ble High Court of Delhi for quashing of the FIR No.78/2023, the First Party shall return the amount she has received from the Second Party within one week from the day that First Party resiles from the Settlement Agreement. It is agreed between the parties that the FIR No. 78/2023 shall be quashed after Complaint Case No. 3006/2023 pending at Ghaziabad Court, stand withdrawn or quashed from the Hon'ble High Court of Allahabad. The aggrieved Party shall be at liberty to take recourse to any other legal action that may be open to them. It is agreed that the defaulting party shall surrender all the benefits drawn in terms of this Settlement



Agreement. It is further agreed that the affected Party shall have further right to initiate appropriate contempt proceedings and/or any civil or criminal proceedings, against the defaulting party at the cost and risk of the defaulting party and/or revive any existing cases that may have been withdrawn due to this Settlement Agreement.”

3. Both sides, therefore, pray that the appeal be disposed of by taking the Settlement Agreement dated 30.09.2024 on record and directing that the parties will remain bound by the terms of the same.
4. Having perused the Settlement Agreement, we find that in para 7(d) thereof it has been agreed between the parties that a sum of Rs.27,00,000/- (Rupees Twenty Seven Lakhs Only) will be deposited before this Court on or before 20.10.2024, which amount can be withdrawn by the appellant when all the cases filed by her are withdrawn/quashed by the respective Court(s). We, therefore, grant liberty to the respondent to deposit the aforesaid amount before the Registrar General of this Court as per the terms of the Agreement and grant liberty to the appellant to seek release thereof after all the cases filed by her stand withdrawn/quashed by the respective Court(s) with prior Notice to the respondent.
5. From a perusal of the agreement, we also find that the respondent has in paragraph 18 thereof undertaken not to pursue the criminal case filed by the respondent's father against the father and brother of the appellant. The respondent assures the Court that he would shortly file a joint petition before the High Court of Judicature at Allahabad seeking quashing thereof. The said statement is taken on record and



the appeal alongwith the pending application is disposed of in terms of the settlement agreement dated 30.09.2024. Needless to state, the parties will remain bound by the terms thereof.

REKHA PALLI, J

SAURABH BANERJEE, J

SEPTEMBER 30, 2024
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