



\$~41

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

+ CRL.REV.P. 759/2019, CRL.M.A. 31546/2019, CRL.M.A.
31547/2019 & CRL.M.A. 29418/2023

SANJAY KUMARPetitioner

Through: Mr J. Amal Anand, Advocate.

versus

MOTI CHAND & ANRRespondents

Through: Mr. Aman Panwar, Adv. (DHCLSC)
with Mr. Shivam Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

% **09.08.2024**

1. Counsels for petitioners inform that matter stands settled between the parties before the Trial Court. The terms of settlement as recorded are extracted hereunder:

The matter was referred for counselling by Ld. Principal Judge, Family Court NE KKD.

The admitted facts as per the parties are: Parties in this matter, are close relatives. The petitioners/DH are father and mother while the respondent/JD is the son.

Parties also state that due to family disputes related to maintenance and property, they went into litigation, however now they have reached a consensus and are willing to settle the matter.

Besides the present litigation, following cases are pending-

- Civil Execution no. 11/2021, filed by the petitioners/DH, pending before Ms Shruti Chaudhary, Ld. Civil Judge, KKD Courts. (NDOH-26.7.2024)
- Case u/s 12 DV Act, filed by the wife of the respondent/JD, pending before Ld. MM Mahila Courts. (NDOH-14.10.2024)
- Crl Rev. 759/2019, a revision petition filed by the respondent/JD, before the Hon'ble High Court of Delhi. (NDOH-9.8.2024)
- A writ petition (W.P.no. 14930/2022), filed by the respondent/JD, is also pending before Hon'ble High Court of Delhi. (NDOH-13.9.2024)
- An appeal no. CMI. 17/2023, filed by the respondent/JD, before the Hon'ble High Court of Delhi. (NDOH-10.9.2024).



Process of counseling explained in detail to both the parties with greater emphasis on confidentiality. Parties have agreed to the following terms and conditions-

1. It is agreed between the parties that the Petitioners/DH shall pay a sum of Rs 32 lakhs, as settlement, to the respondent/JD. Further, the settled amount is being paid against the share of the JD, in the properties of the DH. Further, this amount shall be paid by the DH with the help of financial aid from his second son, Sunil Kumar. This amount shall be paid to the respondent on or before 15.11.2024.
2. It is further agreed between the parties that after the settlement of the present disputes, in future, the respondent/JD, his wife or children, shall not lay any claim on the properties of the petitioners/ or file cases related to any other property. The DH/petitioners shall also not file any claim for maintenance against the respondent in future.
3. It is agreed that both the parties shall withdraw all the cases and complaints, if any, filed against each other from the respected Hon'ble Courts, police station, and concerned authorities. Further, the present execution petition be withdrawn by the ~~respondent~~ ^{DH/Petitioner} today itself. All other pending cases/applications as mentioned on page 1, of this settlement be withdrawn by the parties on or before 15.11.2024.
4. Both parties agree that in the event of any default/or breach of terms of mutually agreed settlement the, respondent/JD shall pay a penalty of Rs 1 lakh to the petitioners. Similarly, if the petitioners/DH commits a breach/default of settlement, they shall pay a sum of Rs 1 lakh to the respondent.

Sunil Kumar



5. It is agreed and undertake not to file any other complaint, petition, execution application etc. against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached , without any undue influence, pressure or coercion.
6. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be at liberty to seek revival and peruse their respective cases / remedies under law which includes proceedings mentioned herein.
7. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

The above settlement between the parties has been arrived at out of their free will, volition and consent and without any force, pressure, undue influence, coercion or mistake /misrepresentation (both of Law and fact) from any quarter whatsoever and the settlement agreement has been correctly recorded, the said agreed terms and contents of the present settlement have been read over to the parties in their vernacular. /

2. As per para 3 of the said settlement, parties have agreed to withdraw cases filed against each other. Counsel for respondent states that they have withdrawn the execution petition filed by them.
3. In this light, counsel for petitioner withdraws the present petition.
4. Petition is accordingly disposed in above terms along with pending



applications.

5. Parties shall be bound by the terms of settlement.
6. Order be uploaded on the website of this Court.

ANISH DAYAL, J

AUGUST 9, 2024/sm