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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **MAT.APP.(F.C.) 132/2022, CM APPL. 38530/2022 & CM APPL. 47481/2024**

RAHUL KULSHRESHTHA

.....Appellant

Through: Mr Osama Suhail, Ms Antara Chaudhary
& Ms Aishwarya Raj, Advs.

versus

RUCHI SINHA

.....Respondent

Through: Mr Anuj Aggarwal, Mr Yash Upadhyay
& Mr Sidhhant Dutt, Advs.
Mr. Namit Suri & Ms. Aparna Shukla,
Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

03.09.2024

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[Physical Hearing/Hybrid Hearing (as per request)]

1. We may note that while the appellant has joined the proceedings through video conferencing, the respondent is physically present in the Court.

1.1 The parties are represented by their respective counsel.

2. Pursuant to the interaction that we had on the previous date i.e., 28.08.2024, the parties have agreed to settle their *inter se* dispute(s) on the following terms and conditions: -

(i) The appellant would pay Rs.70 lakhs to the respondent in lieu of the respondent agreeing to dissolution of the marriage based on mutual

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consent by taking recourse to the provisions of Section 13B of the Hindu Marriage Act, 1955.

(ii) In addition to payment of Rs. 70 lakhs, the appellant would also bear educational expenses of the two (02) children, one of whom is suffering from down syndrome. [Notably, the child who suffers from down syndrome is, at present, about 14 years old. The older girl child is major as on date, and is, approximately, 18 years old.]

(iii) Out of Rs.70 lakhs, Rs.35 lakhs would be paid when the first motion is lodged with the concerned family court. The first motion will be lodged by the parties within the next two (02) weeks.

(iv) The remaining sum out of Rs.70 lakhs, i.e., Rs.35 lakhs would be paid when the second motion is lodged with the concerned family court.

(v) The burden of educational expenses concerning the two children will be borne by the appellant on actual basis.

(vi) As far as medical expenses are concerned, the appellant will take out an insurance policy which will cover not only the children, but also the respondent. The minimum value of the insurance cover would be Rs.10 lakhs. The premium concerning the same would be paid by the appellant. The appellant will hand over the relevant documents concerning the policy to the respondent. The medical policy would be acquired by the appellant before the second motion is lodged.

(vii) In case there is an episode concerning the child who suffers from



down syndrome, the appellant would reimburse, *albeit* on actual basis, the day-to-day medical expenses, if any, incurred by the respondent, dehors the policy.

(viii) In the event the appellant wishes to interact with the older child, the respondent will not impede the interaction. Interaction, however, would be subject to the volition of the older child, who is already a major. As far as the younger child who suffers from down syndrome is concerned, the appellant would be permitted physical interaction with her as well, *albeit* in India. The appellant will indicate in advance the period during which he would want to interact with the child. The respondent will facilitate such physical interaction with the younger child if a request in that behalf is made by the appellant.

3. The parties undertake to abide by the terms of settlement referred to hereinabove.
4. Accordingly, the appeal is disposed of in the aforesaid terms.
5. Pending applications shall also stand closed.

RAJIV SHAKDHER, J

AMIT BANSAL, J

SEPTEMBER 3, 2024

Ch

Click here to check corrigendum, if any

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