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

+ **CRL.REV.P. 751/2022**

VIREN SOLANKI MINOR

.....Petitioner

Through: Ms. Preeti Singh, Mr. Sunklan Porwal
and Ms. Chitra Chanda, Advocates.

versus

MONIK SOLANKI

.....Respondent

Through: Respondent in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

30.08.2024

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1. The Petitioner has approached this Court challenging an Order dated 05.08.2022 passed by the learned Judge, Family Court, Tis Hazari, Delhi fixing interim maintenance for the Petitioner.
2. The parties had been referred to Delhi High Court Mediation & Conciliation Centre and the settlement agreement has been entered into between the parties.
3. The settlement agreement dated 20.08.2024 entered into between the parties before the Delhi High Court Mediation & Conciliation Centre is made a part of the order of this Court and the same reads as under:-

*"This Settlement Agreement is entered into on
20.08.2024.*

BETWEEN

**RITU SHARMA W/o MONIK SOLANKI R/o R/o A 1-
176 B, MAA SHAKTI APARTMENTS, PASCHIM**



VIHAR, NEW DELHI (HEREINAFTER REFERRED TO AS THE FIRST PARTY)

AND

*MONIK SOLANKI S/o SHIV SHANKAR SOLANKI
R/o 1301, T-12, TATA HOME, BHADURGARH,
HARYANA (HEREINAFTER REFERRED TO AS THE
SECOND PARTY)*

WHEREAS the First Party (Ritu) and Second Party got married on 06.12.2008. They are blessed with a minor son namely Viren Solanki (First Party Colly) born on 02.12.2009.

AND WHEREAS dispute arose between Mrs. Ritu Sharma and Monik Solanki and they started living separately w.e.f. 15.03.2015 and during the interregnum they filed inter-se each other.

AND WHEREAS the following cases have been filed by the First Party and Second Party against each other:

i. Divorce Petition filed by Second Party - bearing HMA-758-2020 titled Monik Solanki versus Ritu Sharma pending disposal before Family Courts, Tis Hazari, Delhi.

ii. Maintenance under Section 125 Cr.P.C. filed by First Party bearing title Viren Solanki and Anr. versus Monik Solanki No. M Case/530/2019 pending disposal before Ld.M.M. Court, Tis Hazari, Delhi.

iii. Domestic Violence filed by First Party against Second Party bearing No. MC/383/2018 titled Ritu Sharma versus Monik Solanki and Ors. pending before Ld. M.M. Tis Hazari Court, Delhi.



iv. Child custody case filed by Second Party against the First Party bearing No. GP/59/2024 titled Monik Solanki versus Ritu Sharma &Ors. pending disposal before Tis Hazari Court, Delhi.

AND WHEREAS the matter bearing CRL.REV.P 751/2022 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 11.07.2024 passed by Hon'ble Mr. Justice Subramonium Prasad.

AND WHEREAS the Parties agreed that Ms. Puja Anand, Advocate would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS mediation sessions were held with the parties and their respective counsel physically on 20.07.2024, 02.08.2024, 06.08.2024 , 09.08.2024 and today i.e 20.08.2024. The Parties, with the assistance of the Counsel and Mediator have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences and did not want the assistance of counsels.

AND WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free will after understanding all the terms in simple language including vernacular (Hindi), have arrived at the present Settlement Agreement.

AND WHEREAS the Parties have agreed on the following terms of settlement mentioned herein:-

1. It has been agreed between the Parties that the Second Party shall pay a sum of Rs. 27 lakhs as full and final settlement of all the claims of the First Party including towards day to day expenses of the minor child who will continue to be in the permanent custody



and residence of the First Party.

2. It has been agreed between the Parties that the Second Party shall pay the said amount of Rs. 27 lakhs in two equal tranches by way of fixed deposit in the name of the minor son namely Viren Solanki. That an amount of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thosand only) in the name of the minor child shall be handed over by the Second Party to the First Party as a Fixed Deposit at the time of recording of the statement in the First Motion. Likewise, the balance amount of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) shall be handed over by the Second Party to the First Party as a Fixed Deposit in the name of the minor child, at the time of recording of the statement in the Second Motion. That this amount shall continue to be in the name of the minor child with the mother Ritu Sharma being the guardian of the same. That both the parties are agreeable and give an undertaking to the effect that the said amount of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs only), shall continue to be in the form of a Fixed Deposit, to be utilised by the minor child for his future prospects as he deems fit after attaining the age of majority i.e. 18 years. That it is clarified that the monthly interest accrued on the Fixed Deposit in the minor's account shall be utilized for his upbringing and other miscellaneous expenses including education. Meanwhile the First Party will continue to be the guardian of the minor child's Fixed Deposit and the account.

3. It has been agreed between the First Party and the Second Party, that the First Motion of the Mutual Consent Divorce shall be filed within a fortnight of signing of the present Settlement Agreement.

4. That, it has been further agreed between the First



Party and the Second Party, that the Second Motion of the Mutual Consent Divorce Petition, shall be filed within a fortnight of getting the order in the First Motion. Furthermore, both the parties will also make a joint request for waiver of the statutory period of 6 months cooling and will file the Second Motion accordingly.

5. It has been agreed between the First Party and the Second Party that the permanent custody of minor child namely Viren Solanki shall be with the First Party and Second Party shall have visitation rights.

6. It has been agreed between the First Party and the Second Party that once a month on every 2nd Saturday of every month, the Second Party shall pick the child from the residence of the First Party around 11:00 a.m. and return the child around 8:00 p.m. on same day without any unnecessary delay.

7. It has been agreed between the First Party and the Second Party that the Second Party may take the minor child out for a short vacation of say 4-5 days in few months and whenever the Second Party were to take the minor child out of the jurisdiction of Delhi, he gives an undertaking, to give the complete itinerary to the First Party via whatsapp/Email and the minor child will have access on audio/videocall to the First Party and vice versa without any hindrance. For the purpose of smooth communication, it is agreeable between the parties that they will keep each other posted of all communication via WhatsApp- Email etc Details of which, they will not change till the child is minor.

8. It has been agreed between the First Party and the Second Party that the minor child since is in permanent custody with the First Party, he shall have audio-video access to communicate with the Second



Party, as and when desired by the minor child and the father keeping in view his studies/exams/tuitions etc.

9. It has been agreed between Mrs. Ritu Sharma and Monik Solanki that the Second Party shall celebrate holi/diwali and big festivals with minor child alternate years beginning from this year after signing of the present Settlement Agreement, starting with the minor child celebrating (Diwali one day) with the Second Party, depending on the welfare and the examination routine of the minor child which cannot suffer on account of visitation rights of the Second Party.

10. It has been agreed between the First Party and the Second Party that the birthday of the minor child shall be divided into half day, so that both parents can celebrate it individually with the minor child. In case it falls on a weekday, the weekend falling thereafter the child's birthday will be celebrated accordingly.

11. The Parties agree that with the signing of the present Settlement Agreement and subject to its compliance by each party, all proceedings/cases/complaints filed known/unknown before any authority/court/Government agencies/forum shall be deemed to be withdrawn as settled as per the aforesaid agreed terms and parties undertake not to continue the prosecution of the same.

12. It is hereby agreed that the First Party and the Second Party shall not resile from the terms of Agreement nor will they indulge in activities which will either make the Agreement repugnant or redundant or otiose. However, if any of the parties breaches its obligations, arising out of the Settlement, the other party will be at liberty to initiate appropriate proceedings against the erring party before the Court of Law.



13. The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

14. The Parties also agree not to speak ill about each other or their respective family members in their social circle(s), in person and/or through social media, like WhatsApp, Facebook, Instagram, etc.

15. The parties agree that they shall appear before the appropriate Court during hearing to make their statements in terms of the present settlement agreement.

16. That the contents of the present settlement agreement have been read over to all the parties in their vernacular language (Hindi) by the mediator and they have understood and agreed to the same.”

4. The parties are bound by the settlement agreement entered into between them and are directed to comply with the agreement in letter and spirit.
5. It is made clear that any violation of the settlement would amount to breach of the orders of this Court.
6. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 30, 2024

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