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

+ **MAT.APP.(F.C.) 43/2025**

RAJNISH RANA

.....Appellant

Through: Mr.Pradeep Kumar, Mr.Anshul
Dokhoria & Mr.Surender
Kumar, Advs along with the
appellant present in person

versus

HANSA

.....Respondent

Through: Mr.Ankit Rathi & Mr.Deepak
Kohli, Advs along with
respondent present in person

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

HON'BLE MS. JUSTICE RENU BHATNAGAR

ORDER

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23.04.2025

1. We have interacted with the parties in presence of their counsels.
2. The parties have agreed that the appellant shall pay a total sum of Rs. 28,00,000/- (Rupees Twenty Eight Lakhs Only) towards full and final settlement of all claims of permanent alimony, past, present and future maintenance, Istridhan, etc., of the respondent and towards the minor child, out of which Rs.8,00,000/- (Rupees Eight Lakhs Only) shall be paid towards all the claims as stated hereinabove of the respondent and Rs.20,00,000/- (Rupees Twenty Lakhs Only) shall be



paid for the minor daughter.

3. The above amount shall be paid in three instalments as under:-

- (i) Rs.10,00,000/- (Rupees Ten Lakhs Only), by way of an FDR in the name of the minor daughter under the guardianship of the respondent, at the time of recording of the statement in the petition filed under Section 13B(1) of the Hindu Marriage Act, 1955 (in short, 'Act'), which shall be filed by the parties within a period of two weeks from today;
- (ii) Rs.10,00,000/- (Rupees Ten Lakhs Only), again in the form of an FDR in the name of the minor daughter under the guardianship of the respondent, which shall be paid at the time of recording of the statement in the petition filed under Section 13B(2) of the Act, which shall be filed by the parties within a period of six months from the date of the first motion petition. In case the appellant is able to manage the above amount earlier, the parties would move this application earlier before the learned Family Court with appropriate application and at that time, the appellant shall pay this amount to the respondent;
- (iii) The remaining amount of Rs.8,00,000/- (Rupees Eight Lakhs Only), shall be paid by way of a Demand Draft by the appellant to the respondent at the time of quashing of FIR No. 05/2013 registered at Police Station Dwarka, North, before the High Court, appropriate steps for which shall be taken within a month after the passing of the Decree of Divorce by mutual consent under Section 13B(2) of the Act. The respondent



undertakes to cooperate in getting the said FIR quashed.

4. The FDRs which are being given to the respondent in the name of the minor daughter shall not be encashed by the respondent before the minor daughter attains the age of 18 years.
5. We have also been informed that the parties have filed other litigations against each other. All such litigations shall be withdrawn between the first and the second motion of divorce, subject to liberty of reviving the same in case for any reason whatsoever the settlement fails. The parties shall remain bound by their above statement and undertake to abide by these terms of settlement.
6. In case of default by the appellant in adhering to the terms of the settlement, the amount already given by him to the respondent shall stand forfeited. Whereas in case of default from the side of the respondent, she will return the amount, which is received by her along with interest @6% per annum.
7. After receiving the amount of Rs.28,00,000/-, the respondent undertakes not to raise any claim of any nature, such as, maintenance, alimony, Istridhan etc., against the appellant in the future, neither on her behalf nor on behalf of the minor daughter.
8. No claim of any nature will survive between the parties against each other after adhering to all the above stated terms of the settlement.
9. The parties have signed this order as token of their acceptance of the terms of the agreement and their undertaking to abide by the same.
10. In view of the above, the appeal is disposed of binding the



parties to the settlement made hereinabove.

NAVIN CHAWLA, J

RENU BHATNAGAR, J

APRIL 23, 2025/rv/DG

[Click here to check corrigendum, if any](#)