



\$~79

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CONT.CAS(C) 1555/2024**
MEGHA CHADHAPetitioner

Through: Mr. Amit Kumar, Adv. along with
petitioner in person.

versus

HIMANSHU SAHNIRespondent

Through: Mr. Davinder Kumar, Adv.along with
respondent in person.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
09.04.2025

1. Pursuant to previous order of this Court, both petitioner and respondent are present in person, assisted by their respective counsels. It is stated by counsel for petitioner that compliance of settlement agreement dated 4th April 2024, is not being done by respondent.
2. Terms and conditions of the said settlement, are extracted as under:

That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13 (B) of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. 7,00,000(Rs. Seven lakh only) and article (as per list attached) as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage in Threè (3) installments by way of DD/Pay Order.



3. It is further agreed between the parties that the husband will pay Rs.2,50,000(Rs. Two lakh Fifty Thousand only) to the wife at the time of recording of the statement of first motion by the way of DD/Pay order. And articles mention in the list will be exchanged on ^{or} before 1st Motion.

4. It is further agreed between the parties that the husband will pay Rs.2,00,000(Rs. Two lakh only) to the wife at the time of withdrawal of D V case (bearing No. MC-10/2024) which are pending in the Tis Hazari court by the way of DD/Pay order. It is further agreed between the parties that the wife will withdraw her complaint case (case no.-48038/2022) pending before the Mathura Court before 2nd motion. And wife also withdraw the CAW cell complaint in CAWC Kirti Nagar.

5. It is further agreed between the parties that the husband will pay Rs.2,50,000(Rs. Two lakh Fifty Thousand only) to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.

6. It is agreed between the parties that the first motion petition shall be filed on or before 30/04/2024 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s

soon after the completion of the period of the statutory period of the order U/s

13 B (1) of HMA and as early as possible.

7. It is further agreed between the parties that the petitioner/Husband will withdraw the case which is pending in the court of Ms. Charu Aggarwal ,LD. Judge, Family Court, West District, Tis Hazari.

8. It is agreed between the parties that petitioner's father namely Brijesh Sahni shall withdraw the Civil suit no.-887/2023 which is pending before the court of SH.Shiv Kumar Ld. ADJ Tis hazari Court after 1st Motion.

10. It is agreed between the parties that they have understood the terms and conditions of the settlement.

11. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.

12. All the matters relating to after marriage, either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complainant against each other and any time future in all court of law/Police Station etc.



13. It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if wife back out of the amount taken at the time of first motion shall be return to husband with 2% pm interest and if husband backs out the amount given at the time of first motion shall stands forfeited by the wife.

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.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.

3. Respondent undertakes to comply with the settlement and is, therefore, bound by his undertaking.
4. It is agreed that parties will move for first motion of divorce proceedings on or before 21st April 2025, and the terms of settlement will be duly complied with, as stated.
5. An amount of Rs.2.5 Lacs shall be paid to petitioner at the time of the first motion as stated in the settlement, and rest of the instalments shall be duly paid, as encapsulated in the settlement.
6. No other impediment is pointed out for compliance of the said settlement.
7. Counsel for petitioner says that respondent has a prior history of not adhering to timelines. Needless to state, parties will be bound by the timelines stated in the said settlement.
8. Petitioner is at liberty to approach this Court in case of continued



infraction.

9. Petition is disposed of in the above directions.
10. Order be uploaded on the website of this Court.

ANISH DAYAL, J

APRIL 9, 2025/ak/tk