

Jyoti Chadha vs.karan Chadha

Jyoti Chadha vs.karan Chadha

SooperKanoon Citation : sooperkanoon.com/1209418

Court : Delhi

Decided On : Sep-26-2017

Appellant : Jyoti Chadha

Respondent : Karan Chadha

Advocate for Def. : Mr. Pradeep Narual, Ms. Prerna Mehta

Advocate for Pet/Ap. : Mrs. Poonam Mendiratta, Ms. Malvika Chaudhary

Judgement :

\$~18 * IN THE HIGH COURT OF DELHI AT NEW DELHI + MAT.APP.(F.C.)
13/2014 JYOTI CHADHA Appellant Through: Mrs Poonam Mendiratta and Ms
Malvika Chaudhary, Adv. along with petitioner in person. versus KARAN CHADHA
..... Respondent Through: Mr Pradeep Narual and Ms Prerna Mehta, Adv. along
with respondent in person. CORAM: HON'BLE MS. JUSTICE HIMA KOHLI
HON'BLE MS. JUSTICE DEEPA SHARMA % CM No.35725/2017 (joint
application by the parties in terms of the settlement arrived at dated 20.9.2017) 1.
On 20.09.2017, the parties had agreed to settle their inter se

ORDER

2609.2017 disputes by arriving at a One-Time Settlement. The terms and
conditions of the settlement arrived at between the parties were recorded in para
3-7 of the order dated 20.09.2017. In acknowledgement, both the parties had
affixed their signatures on the ordersheet along with their respective counsels.

One of the terms and conditions of the settlement was that the parties will file their respective affidavits accepting the conditions recorded in the order MAT.APP.(F.C.) 13/2014 Page 1 of 4 dated 20.09.2017 and acknowledging inter alia that the same is towards full and final settlement of all the claims and disputes pending between them.

2. Pursuant to the aforesaid order, the present joint application has been filed by the parties. The terms and conditions of the settlement has been recorded in para 2 of the application. Both the parties state that they shall abide by the said terms and conditions of the settlement and there shall be in no default.

3. Learned counsel for the parties jointly state that it has been recorded (in para 2(d) of the present application) that the parties shall jointly operate locker No.15, Allahabad Bank, Janak Puri, New Delhi within 10 working days from today and the appellant shall be entitled to remove and keep with her the entire jewellery/contents of the said locker which is worth Rs.70 lakhs (approx). The respondent has undertaken that neither he nor any member of his family shall lay any claim or title on the said jewellery/contents of the locker. Learned counsel for the parties state that it may be clarified that once the locker is jointly operated by the parties and the contents thereof are removed and handed over to the appellant, they shall simultaneously surrender MAT.APP.(F.C.) 13/2014 Page 2 of 4 the said locker on the respondent paying the outstanding locker rent and the keys shall be handed over to the Bank Manager on the same date. Ordered accordingly. The security deposit for the said locker, if any, shall be released by the Bank in favour of the respondent, after completion of necessary formalities.

4. Further, though it has not been recorded in the application, learned counsel for the appellant requests that the respondent be directed to furnish the relevant details of the Life Insurance Policy taken out in favour of the appellant, to enable her to make up the defaults in the premium for its revival. Learned counsel for the respondent states that the relevant information shall be furnished to the other side within two weeks from today.

5. We have perused the present application. The same is in terms of the settlement recorded on 20.09.2017 with some additional clauses with regard to

default in payment of instalment. Both the parties, who are present in Court, confirm having arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion and request that the appeal may be disposed of in terms thereof. MAT.APP.(F.C.) 13/2014 Page 3 of 4 6. The present application has been signed by the appellant and the respondent as also their respective counsels and duly supported by their affidavits. In view of the fact that a settlement has been arrived at between the parties of their own free will and volition and without any undue influence or coercion, there appears in impediment in accepting the same. The application is accepted. The parties shall remain bound by the terms and conditions of the settlement recorded therein and above.

7. The application is allowed and disposed of. MAT.APP.(F.C.) 13/2014 In view of the order passed above, the present appeal is disposed of while leaving the parties to bear their own costs. HIMA KOHLI, J DEEPA SHARMA, J SEPTEMBER26 2017 bg MAT.APP.(F.C.) 13/2014 Page 4 of 4

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com