

A J vs.s P

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SooperKanoon Citation : sooperkanoon.com/1211256

Court : Delhi

Decided On : Dec-07-2017

Appellant : A J

Respondent : S P

Judgement :

19 IN THE HIGH COURT OF DELHI AT NEW DELHI Judgment delivered on:

07. 12.2017 MAT.APP.(F.C.) 70/2017 15722/2017 (Stay) 15723/2017 (Additional Documents) A J S P versus Appellant

... RESPONDENTS

Advocates who appeared in this case: For the Appellant For the

... RESPONDENTS

: Ms. Nidhi Mohan, Advocate : Ms. Seema Mishra, Advocate with Mr. Ashutosh Sitaraman, Advocate CORAM: HON'BLE MR. JUSTICE SIDDHARTH MRIDUL HON'BLE MS. JUSTICE DEEPA SHARMA

JUDGMENT

SIDDHARTH MRIDUL, J (ORAL) 1. In pursuance to the directions issued by this Court by way of its order dated 23.11.2017, learned counsel appearing on behalf of the parties inform us that they have entered into terms of settlement today i.e. 07.12.2017. The terms of the settlement have been handed over in Court today which are as follows:-

"MAT.APP.(F.C.) 70/2017 Page 1 of 4 SETTLEMENT TERMS1 It has been agreed that the Appellant shall pay an amount of Rs. 40,00,000/- (Rupees Forty Lakhs) to the Respondent towards full and final settlement of all claims. The Respondent will not make any claim against the Appellant including alimony/maintenance - past, present and towards maintenance, upbringing, welfare, education and medical expenses of Baby A. Respondent is entering into the present settlement as the guardian of Baby A. Respondent hereby certifies that the present settlement is in the best interests of baby A. and future, Stridhan, jewelry articles

2. It has been agreed that the aforementioned amount shall be paid by Appellant in the following manner (a) Rs.10,00,000/- (Rupees Ten Lakh) at the time of recording of the statement of the first motion by way of demand draft in the name of Baby A by or before 15.01.2018; (b) Rs.10,00,000/- (Rupees Ten Lakh) at the time of registration of the relinquishment deed by way of demand draft in the name of Respondent by or before 01.04.2018; (c) Rs. 20,00,000/- (Rupees Twenty Lakhs) at the time of recording of statement of the Second Motion by way of demand draft in the name of Baby A by or before 15.07.2018. the said Property. Accordingly,

3. That Parties own a property bearing Flat No.203, Vascon Venus Apartment, Survey No.9, Beratena Agrahara, Hosur Road, Bengaluru, 560100. The sale deed for the said property is in joint name but Parties agree and acknowledge that the Appellant has paid the sale consideration for the Respondent will prior to recording of the statement of the second motion, as per paragraph 2 above, sign and get registered a relinquishment deed in favour of the Appellant for all that this part and parcel of Flat No.203, Vascon Venus Apartment, Survey No.9, Beratena Agrahara, Hosur Road, Bengaluru, 560100 including all the movable property therein. For this purpose, the Respondent will travel the Respondent will not bear any expense for the registration of the relinquishment deed and all the expenses towards the relinquishment for the same shall be solely borne by the Appellant. to Bengaluru. Save and except her travel expenses,

4. That the parties have agreed that they shall not claim or be entitled to claim, any past, present or future maintenance, alimony from the other Party or his or her family members or any future expenses of Baby A. Respondent and Baby A shall not claim any amount save and except the amount stated hereinabove.
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5. That

6. That the Parties have agreed to withdraw all cases/criminal proceedings/criminal complaints, if any, filed against each other. the Parties have agreed that Baby A shall remain under permanent custody of Respondent. Both the Parties have agreed that the Appellant can visit Baby A once in a month, with prior notice to the Respondent, at a public place in the presence of the Respondent, initially for the period of 2 hour. Parties have agreed that the said period can be increased with mutual consent of both the Parties. The Parties have also agreed that the Respondent will endeavor to create a congenial environment so that Baby A may be comfortable staying overnight with the Appellant once A is able to independently take care of himself.

7. The Respondent agrees to keep the Appellant updated regarding the medical condition of Baby A. Respondent will share the login of the website, if any, to the school of Baby A and any intimation received from the school shall also be shared with the Appellant.

8. Both the Parties have agreed not to put anything against each other on the internet including but not limited to any social networking websites such as Facebook, directly or indirectly, through the people known/ related to them. Both the Parties have also agreed not to convey anything by spoken/ written words against each other as well as their respective families.

9. Both the Parties have agreed that they will not make use of any material pertaining to the parties contained, including but not limited to photographs, audio / video clips, text messages and emails, against each other.

10. Both the Parties have agreed that they have no claims or demands against each other or their families and that they have resolved all their disputes amicably.

11. Both the Parties have agreed not to initiate any proceedings, civil or criminal, against each other and / or their respective family members based on their present matrimonial discord. Both the Parties agree to remain bound in spirit and words with the terms and conditions as mentioned in this settlement.

12. The Appellant had paid an amount of Rs9,76,000/- (Rupees Nine Lakhs, Seventy-Six Thousand) towards interim maintenance to Respondent. The Respondent acknowledges the receipt of the said amounts. All amounts in paragraph 2 are in addition to these amounts already paid by Appellant to Respondent. 2. The terms of settlement have been signed on behalf of the respondent Ms. S P, who is present in person, and by Ms. Nidhi Mohan, learned counsel MAT.APP.(F.C.) 70/2017 Page 3 of 4 The said terms of settlement entered into between the parties are appearing on behalf of the appellant, on instructions received by her from the appellant vide an email of the even date, which is also annexed to the terms of settlement.

3. lawful and the same are taken on record and exhibited as Ex.C1.

4. In view of the settlement arrived at between the parties as aforesaid, learned counsel appearing on behalf of the parties state that the appeal may be disposed of in terms thereof.

5. Consequently, the accompanying appeal is disposed of in the aforesaid terms of the said settlement whilst directing the parties to comply with their reciprocal obligations, without demur. Pending applications also stand disposed of. SIDDHARTH MRIDUL (JUDGE) DEEPA SHARMA, J (JUDGE) DECEMBER07 2017 dn MAT.APP.(F.C.) 70/2017 Page 4 of 4