

Delhi High Court Mediation and Conciliation Centre

Delhi High Court, Sher Shah Road, New Delhi

Date: _____

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on _____

BETWEEN

PARTY A (HEREINAFTER REFERRED TO AS "FIRST PARTY")

AND

PARTY B (HEREINAFTER REFERRED TO AS SECOND PARTY)

WHEREAS the First Party and Second Party got married on _____ at _____ according to Hindu Rites and Ceremonies. There is one son namely _____ who is aged __ years and is staying with the Second Party.

AND WHEREAS differences arose between the First Party and Second Party and they have been living separately since _____.

AND WHEREAS the following cases are pending between the parties:-

1. That the following cases are pending in between the first party and second party.
 - I. Application under section 340 Cr. P.C. filed by first party in HMA No. _____ in the Court of _____, Family Court, South-East District, Saket, New Delhi. The Next Date of hearing _____.
 - II. Petition under Section 12 of DV Act bearing No. ___ filed by the

Second Party against the First Party pending before the Court of _____, MM, East District, Karkardooma Court, Delhi, next date of hearing _____.

III. Petition under Section 125 of Cr.P.C bearing No. MT Case No. _____ filed by the Second Party against the First Party pending before the Court of _____, Presiding Officer Family Court East District, Karkardooma Court, Delhi. Next date of hearing _____.

IV. Complaint Case titled _____ bearing No. Cr. Cases _____ with relation to F.I.R bearing no- _____, U/s 498-A/406/34 IPC, P.S- _____. This Complaint Case is pending in the court of _____, M.M, Mahila Court, East District, Karkardooma Court, Delhi, next date of hearing _____.

V. Present Appeal i.e. _____.

AND WHEREAS the Present matter bearing _____ was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated _____ passed by Division Bench comprising of Hon'ble Mr. Justice _____ and Hon'ble Mr. Justice _____.

AND WHEREAS the parties agreed that _____, Advocate would act as Mediator in the matter of Mediation proceedings.

AND WHEREAS mediation sessions were held with the parties and their respective counsel on _____ with the assistance of the Mediator, voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

AND WHEREAS the parties hereto confirm and declare that they have

voluntarily and of their own free will without any force or coercion etc. arrived at this Settlement Agreement in the presence of the Mediator.

The following settlement has been arrived at between the Parties hereto:

- a. That it has been agreed between the Parties that an amount of Rs. _____ shall be paid by the First Party to the Second Party towards all her claims of maintenance future, past and present and stridhan.
- b. That as the First Party has already deposited this amount of Rs. _____ on _____ in compliance to the order Dated _____ in the name of the Registrar General, Delhi High Court.
- c. It has been further agreed between the Parties that the Second Party will be at liberty to move an appropriate application to get this amount released in her favor along with the interest accrued on the said amount of Rs. _____. The First Party has no objection to the release of amount of _____ in favor of the Second Party along with the interest accrued on it.
- d. It has been further agreed between the Parties that the First Party shall continue to pay an amount of _____ per month in the name of the child of the Parties till the month of _____.
- e. It has been further agreed between the parties that an amount of Rs. _____ shall be given by the First Party to the Second Party in the name of the Child of the parties at the time of recording of statement of the parties as an when Petition for quashing of FIR under 498A, 406 and 34 IPC shall be filed by the First Party. The second Party shall give her statement of 'No objection' to the quashing of FIR against the First party.

- f. It has further been agreed between the parties that this amount shall be paid by way of DD in the name of the son of the parties i.e. Master _____. It is pertinent to mention here that vide order dated _____ the learned Family Court had directed the First Party to give an amount _____ in the name of the son of the parties.
- g. It has been further agreed between the parties that the Second party shall deposit this amount of _____ given by the First Party in the name of the Son of the Parties in FDR account and the interest accrued on the said amount shall be used for the benefit of the Child.
- h. It has been further agreed between the parties that the Second party shall withdraw her petition under Section 12 of DV Act on the next date of hearing i.e. _____ or as and when directed by the Hon'ble Court.
- i. It has been further agreed between the parties that the Second party shall withdraw her petition under Section 125 of Cr.P.C Act on the next date of hearing i.e. _____ or as and when directed by the Hon'ble Court.
- j. It has been further agreed between the parties that the Second party shall withdraw her application filed under 340 Cr.P.C in HMA No. _____ on the next date of hearing i.e. _____ or as and when directed by the Hon'ble Court.
- k. It has been further agreed between the parties that the First shall withdraw the Present appeal in view of the Present Settlement i.e. on _____ or as when directed by the Hon'ble Court.
- l. It has further been agreed between the parties that the First party has given up his visitation right of meeting the son of the parties and has

also agreed not to claim the custody of the son of the parties in future.

- m. It has been further agreed between the parties three dowry articles namely Almirah, double bed and sofa set shall be given back by the First Party to the Second party within 4 weeks of signing of the present Settlement on as is where is basis.
- n. The parties agree and assure each other that they shall not in future file any complaint/case/proceeding against each other before any court/forum/authority in respect of their marital discord. Further the parties agree that they shall withdraw any complaint/case/proceeding have been filed against each other or their family members or friends in the absence whereof, the same shall be deemed to have been settled in terms of the present Settlement Agreement.
- o. Both the parties agree and undertake not to interfere in the life of each other in any manner and also undertake not to make any allegations, defamatory or derogatory statements against each other and their respective family members personally or on any public forum or through social media i.e. whatsapp, facebook, twitter, instagram etc. or in any other manner.
- p. By signing this Agreement all the parties hereto state that they have no further claims or demands against each other relating to the present matrimonial dispute.
- q. That 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 in relation to the present matrimonial dispute.

PARTIES SIGNATURES

(First Party)

(Second Party)

COUNSEL'S SIGNATURE

Advocate for the First Party

(_____)
Mediator