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

% Judgment delivered on: 25.04.2023

MAT.APP.(F.C.) 230/2018 & CM APPLs. 14120/2021, 37616/2021,
8556-57/2022

ANITA ARORA Appellant

versus

SALIL KUMAR ARORA Respondent

Advocates who appeared in this case:

For the Appellant: Ms. Aarti Mahajan and Ms. Shriya Sharma, Advocates along with appellant in person.

For the Respondent: Mr. Parveen Southey and Ms. Manisha, Advocates along with respondent in person.

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Appellant impugns order dated 30.05.2018 whereby an interim maintenance was fixed for the appellant. We had interacted with the parties and their child aged 16 years in chamber on 12.04.2013 thereafter, further interaction was held with the parties on 20.04.2013 and today in court.

2. The respondent is a cancer survivor, however, requires special diet and care from time to time. It is also not in dispute that at times when respondent requires care, appellant had come forward and

provided him the requisite care in the hospital and even at her own house.

3. The son with whom we had interacted also wanted to reside with the respondent as a family.

4. Parties have settled their disputes and agreed as follows:-

(i) Both the parties have agreed to bury the hatchet and have agreed to reside together along with their son as a family at Property no. 4/30, First Floor, West Patel Nagar, New Delhi, which is the property owned by the respondent.

(ii) The appellant who is present in person submits that she shall take full care of the respondent and also take care of his special needs and special diet and also provide full emotional support, love and affection towards him.

(iii) The respondent undertakes that he shall bear the entire household expenditure of the family of approximately Rs. 50,000/- per month and in addition pay to the appellant a sum of Rs.15,000/- per month as her pocket money.

(iv) He further assures that he shall take care of the entire educational and other expense of their son Astik Arora.

(v) Respondent states that he is the owner of the following properties:-

(a) Shop no.2 in building bearing No.6/79, W.E.A Padam Singh Road, Karol Bagh, New Delhi-110005.

(b) Shop No.3 in building bearing No.3425/28, Padam Chambers, Padam Singh Road, Karol Bagh, New Delhi-110005.

(c) Shop No.8A/37, Channa Market, W.E.A, Karol Bagh, New Delhi-110005.

(d) Shop No. 3 in Property No. 7A/72, Channa Market, Karol Bagh.

(e) First floor of property no.4/30, First Floor, West Patel Nagar, New Delhi.

(f) Undivided share in Third Floor of property no. 20/5, West Patel Nagar, New Delhi.

(vi) Respondent undertakes that he shall not sale, alienate or transfer any of the above referred immovable properties. He further states that after his demise the properties would devolve upon the appellant his wife and in case she predeceases to the son. This, he submits is subject to the condition that the appellant and the son continue to take care of the respondent and resides with him as a family till his death.

(vii) The original title deeds, documents of following property are lying deposited in the Registry in these proceedings:

- a. Original Sale Deed dated 26.06.2004 in favour of Salil Kumar with respect to property no.6/79, Padam Singh Road, Karol Bagh, New Delhi-110005.
- b. Original Sale Deed dated 12.05.2008 in favour of Salil Kumar with respect to property no.3924-225, Gali No.28, Reharpura, Karol Bagh, New Delhi-110005.
- c. Original Sale Deed dated 26.06.2004 in favour of Salil Kumar with respect to property no.8A/37, W.E.A, Karol Bagh, New Delhi-110005.
- d. Original Sale Deed dated 27.04.2007 in favour of Mrs. Uma Arora with respect to property no.72, Block No.7-A, W.E.A, Karol Bagh, New Delhi-110005.
- e. Order Sale Deed dated 23.07.2004 in favour of Lt. Shri Ravinder Nath Arora and Lt. Smt. Uma Arora with respect to property no.4/30, 1st Floor, West Patel Nagar, New Delhi-110008 (House).

(viii) It is agreed that the title documents shall continue to remain in safe deposit with the Registrar General of this court. The title documents shall not be sought release nor will the property be sold by the respondent during his lifetime. The parties agreed that in case of any medical emergency or other necessity requiring the release of the property for the benefit of the respondent for his treatment they shall approach this court for appropriate orders.

(ix) On the demise of the respondent, the original title documents shall be released to the appellant or the son as the case may be.

(x) Original passport and pan card of the respondent deposited with this court be released to him.

(xi) Parties further undertake that they shall take appropriate steps for withdrawal or compounding/quashing of all proceedings initiated by them against each other within three months from today.

(xii) It is agreed that the entire rental of the tenanted premises shall be collected by the respondent-husband and/or deposited directly by the tenants in the account of the respondent. Respondent further assures that he shall duly take care of the entire household expenditure, approximately of Rs.50,000/- per month, educational expenses and other expenses of the child besides paying an amount of Rs.15,000/- per month to the appellant. Respondent undertakes that in any case, he deserts the appellant or their son without any reasonable cause. He shall continue to pay the household expenditure, educational expenses besides the said amount of Rs.15,000/- to the appellant.

5. Parties also undertake that they shall abide by the terms and conditions of the settlement. The undertakings are accepted.

6. In view of the above settlement, learned counsel for the appellant seeks to withdraw the present appeal, the appeal is dismissed as withdrawn. Parties are bound down to their undertaking.

SANJEEV SACHDEVA, J

VIKAS MAHAJAN, J

APRIL 25, 2023/dss

