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

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Date of Decision: 01.04.2024

+ **MAT.APP.(F.C.) 230/2023, CM Nos.41230/2023 & 41232/2023**

VINOD TAYAL Appellant

Through: Mr S K Sharma with Mr Rahul Sharma, Mr Tejas Singh and Mr Yugant Kuhar, Advs.

versus

SMT NEHA & ANR. Respondents

Through: Mr Rohan Chawla and Mr Harshit Joshi, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

HON'BLE MR. JUSTICE AMIT BANSAL

[Physical Hearing/Hybrid Hearing (as per request)]

RAJIV SHAKDHER, J. (ORAL):

CM Appl.19110/2024 [*Application filed by respondents seeking guardianship of R-2 by R-1/mother*]

CM Appl.19111/2024 [*Joint application filed by the parties for settlement*]

1. Issue notice in CM Appl.19110/2024.

1.1 Mr S K Sharma accepts notice on behalf of the appellant. Mr Sharma says that he does not wish to file a reply to the application, and he would have no objection to the application being taken up for final hearing and disposal.

1.2 Therefore, the application is taken up for final hearing and disposal.

1.3 The substantive prayers made in CM Appl.19110/2024 read as follows:

“A. Allow the present application and appoint the Respondent No. 1 mother, being the natural guardian of the Respondent No.2, as the



guardian ad /item;

B. Permit the Respondent No. 2 [sic...Respondent no.1] for having entered into Settlement Agreement dated 06.03.2024 on behalf of the Respondent No. 2 and to take consequential steps on behalf of the Respondent No. 2 as provided in the said settlement agreements, and...”

2. The aforesaid application is predicated on the fact that respondent no.1 is the widow of the deceased Sachin Kumar Tayal. Sachin Kumar Tayal was the son of the appellant herein and father of the minor child, i.e., respondent no.2.
3. It is averred that respondent no.2 is a differently-abled child. It is also averred that Sachin Kumar Tayal expired on 07.03.2022, *albeit*, interstate. Concededly, Class-I heirs of deceased Sachin Kumar Tayal are respondent no.1 [wife], respondent no.2 [minor son], and his mother Smt. Sudha Rani Tayal.
4. Since the disputes obtained between the parties, the matter was referred to the Delhi High Court Conciliation and Mediation Centre [in short, “Centre”]. The parties have arrived at an amicable settlement, which is incorporated in the Settlement Agreement dated 06.03.2024 [in short, “SA”].
5. The order *qua* the SA is sought in an accompanying joint application i.e., CM Appl.19111/2024 filed by the parties filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 [in short, “CPC”].
6. The broad terms of the settlement are that respondent no.1 and respondent no.2 will receive Rs.1.10 crores from the appellant and Smt. Sudha Rani Tayal [joint and several liability] subject to relinquishment of interest in movable and immovable property left behind by late Sachin



Kumar Tayal.

6.1 Furthermore, out of Rs.1.10 crores, Rs.60 lakhs would fall to the share of respondent no.2 i.e., the minor child, who would have liberty to deal with the corpus of Rs.60 lakhs only after he attains the age of 28 years.

6.2 As far as the balance amount is concerned, i.e., Rs.50 lakhs, it would fall to the share of respondent no.1, who would have the liberty to deal with the said amount.

6.3 The persons to whom the amount is payable and the stage at which it will paid are set forth hereafter:

S.NO.	Particulars	Amount to be paid (INR)
1.	On the Hon'ble High Court approving this Settlement agreement and passing orders in terms of this Settlement in MAT APP (FC) 230/2023.	Rs 20,00,000/- to be paid to the Fourth Party
2.	On withdrawal of Domestic Violence Complaint Case No 711/2022	Rs 15,00,000/- to be paid to the Third Party
3.	On withdrawal of petition under Section 19 of the Hindu Adoption and Maintenance Act (HAMA No 3/2022)	Rs 15,00,000/- to be paid to the Third Party
4.	On making statement before Hon'ble High Court of Delhi to Quash	Rs 20,00,000/- to be paid to the Third Party



	Criminal proceedings under Section 498A of IPC, 1860	
5.	On signing relinquishment deed by the Third Party in respect of the properties mentioned in Annexure C	Rs 40,00,000/- to be paid to the Fourth Party

7. We may note that the appellant and respondents are physically present in the Court. We have inquired from the parties whether the assertions made in the applications and the prayers therein are in line with the agreement arrived at among them.

7.1 The parties have affirmed that the applications have been filed with their consent and that they have read and understood the contents of the same.

8. Thus, having regard to the assertion made in the CM Appl.19110/2024, and the submissions advanced by counsel for the respondents, prayer made in prayer clause (a) is allowed.

8.1 Respondent no.1 is appointed as natural guardian of respondent no.2 and permitted to take necessary steps in the interest of the minor child, i.e., respondent no.2.

9. As noticed above, the SA has been drawn up. The broad terms of the SA have been noticed by us.

10. According to us, the terms contained therein are in the interest of respondent no.2 i.e., minor child, who is, as noticed above, a differently-abled child. Therefore, in our opinion, there is no impediment in law in



giving our imprimatur to the SA.

11. Accordingly, SA is taken on record.

12. We may note that in the course of the hearing today, the appellant has handed over a demand draft amounting to Rs.20 lakhs to the respondents; the details of which are set forth hereafter:

Demand Draft no.	Date	Drawn in Bank	Amount
017322	11.03.2024	IDBI Bank, Ballabgarh, Faridabad, Haryana	Rs.20,00,000.00

13. The balance consideration will be paid to the respondents in terms of the SA.

13.1 The parties will discharge their obligations in terms of SA and shall remain bound by its terms.

14. The applications are disposed of in the aforesaid terms.

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15. Given the order passed above in CM Appls.19110/2024 and 19111/2024, nothing further remains to be done in the appeal.

16. The appeal shall stand closed.

17. The interim order dated 14.09.2023 is vacated.

18. Consequently, pending applications are also closed.

RAJIV SHAKDHER, J

AMIT BANSAL, J

APRIL 1, 2024/pmc