

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Delhi on this
.....

WHEREAS the marriage was solemnized between the parties according to Hindu Rites and Ceremonies on at
....., Delhi.

BETWEEN

MR..... S/O SH.
..... (hereinafter called 'First Party').

AND

SMT. W/O SH.
.....D/O/ ADDRESS
..... (hereinafter called 'Second Party').

WHEREAS after the solemnization of marriage, both the parties lived and cohabited together as husband and wife and the marriage was consummated between the parties, however, no child has been born out of the said wedlock.

WHEREAS after marriage, due to the difference of opinion, feelings, personal preference, liking, temperamental attitudes, disputes arose between the parties and the parties started living separately. The parties are living separately sinceDATE OF SEPARATION

WHEREAS, the marriage between the parties has irretrievably broken down due to irreconcilable differences in temperament and they have been living separately now.

WHEREAS ever since the date of separation i.e;, the parties did not and could never adjust themselves and the relatives and friends of both the parties have tried their level best to persuade the parties but the parties are not at all inclined to live together as husband and wife any further and thus there are no chances of their cohabiting together in future. The parties have thus agreed for dissolution of their marriage by way of obtaining a decree of divorce through mutual consent and have entered into an amicable settlement.

AND WHEREAS both the parties out of their free will have settled their all disputes and differences, grievances amicably on or amongst the following terms and conditions:-

- It has been agreed between the parties that the First Party shall pay a total sum of Rs. to the Second party in two installments towards all her expenses incurred at the time of marriage, maintenance (past, present and future) of Second Party, permanent alimony and towards all past and future claims.
- That the first installment of Rs..... shall be paid by the First Party to the Second Party at the time of presentation of First Motion by way of Demand Draft, payable at Delhi.
- Both Parties shall withdraw/cooperate in quashing all their cases filed in courts or anywhere else against each other and their family members, enumerated herewith:-

CASE DETAILS

- That the Second installment of Rs. shall be paid by the First Party to the Second Party, by way of Demand Draft, payable at Delhi, at the time of Second Motion.

- That it is further agreed between both the parties that the Second party shall co-operate with the First party in getting the FIR No. quashed against the First party and his family members from the Hon'ble High Court or any other competent court.

WHEREAS the Parties shall not raise any claim/s against each other or each other's parents, brothers, sisters and other relatives, in respect of the expenses incurred on the solemnization of marriage and the gifts preferred, maintenance, alimony, dowry or istridhan etc.

WHEREAS, it has also been assured by both the parties that none shall raise any claim/s in respect of any movable and/or immovable properties, business, goods and assets of each other.

WHEREAS the parties hereto do not have any grievance left against each other, therefore, in view of the same, they have further undertaken that they shall not level any allegations against each other or each other's parents/relatives or cause to act in a manner so as to harm the reputation and image of the other, in the family or the society at large.

WHEREAS the Second Party does not have any claim/s left pending against the First Party on account of maintenance, (past, present and future) permanent alimony, dowry, istridhan or any property or gifts of any nature whatsoever. Also both the parties do not have any grievance against each other and they have duly and peacefully settled the same to their entire satisfaction.

WHEREAS the Second Party shall have no other claim against the First Party in future for all times to come and all her claims touching to the matrimonial life of the parties stand settled in all respect.

WHEREAS both the parties have agreed to dissolve their marriage by way of mutual consent. That both parties shall appear before Family Court/competent court within Fifteen (15) days of execution of this MOU for obtaining the divorce by mutual consent.

WHEREAS both parties have consented to this memorandum of understanding out of their own sweet will, and without any undue influence or duress and they are bound with the terms and conditions of this agreement. That both the parties shall not withdraw their consent for obtaining the divorce by mutual consent till they obtained the divorce by mutual consent and both the parties have surrendered their rights to withdraw their consent for obtaining the divorce by mutual consent.

IN WITNESS WHEREOF, both the parties have signed their respective hands on this Memorandum of Understanding in the presence of the under mentioned witnesses, on the date, month, year and place first mentioned above.

WITNESSES:

1. FIRST PARTY

2. SECOND PARTY