

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH  
AT SRINAGAR**

**CRM(M) 516/2025  
CrIM(1239/2025)**

- 1. Sana Jan (31 Years)  
W/O Shahid Hassan Jan  
D/O Manzoor Ahmad Jan**
- 2. Mohammad Shayan Jan (8 Years)  
S/O Shahid Hassan Jan  
(Through his mother )  
Residents of Khaiwan,  
Eidgah, Srinagar  
At present Dana Mazar,  
Safakadal, Srinagar.**

**...Appellant(s)/Petitioner(s)**

**Through: -**

Mr. Mohammad Ashraf Qadri, Advocate.

**V/s**

- 1. Shahid Hassan Jan  
S/O Ghulam Hassan Jan**
- 2. Mst. Maryam  
W/O Ghulam Hassan Jan**
- 3. Ghulam Hassan Jan  
F/O Shahid Hassan Jan  
All residents of Khaiwan,  
Eidgah, Srinagar.**

**... Respondent(s)**

**Through:-**

None.

**CORAM:**

**HON'BLE MR JUSTICE M. A. CHOWDHARY, JUDGE.**

**(ORDER)**

**03.06.2026**

1. Petitioners, through the medium of this petition filed under Section 528 of BNSS, 2023 invoking inherent jurisdiction of this Court, seek setting aside of the common Judgment and Order dated 26<sup>th</sup> of May, 2026 passed by the Court of learned 2<sup>nd</sup> Additional Sessions Judge, Srinagar in Case No.

31/2024 titled “*Shahid Hassan Jan & Ors. Vs. Sana Jan & Anr.*” and Case No. 34/2024 titled “*Sana Jan & Anr. Vs. Shahid Hassan Jan & Ors.*” wherein, the learned Appellate Court allowed the appeal filed by the respondents and set aside the Trial Court’s order dated 03.02.2024 passed under Domestic Violence Act, in the interest of justice and fair play.

2. During the pendency of this petition, the matter was referred to mediation for an amicable settlement between the parties and was assigned to Mr. Anwar Shaheen, Advocate-Mediator. As a result, an amicable settlement was reached between the parties particularly between petitioner No. 1 and respondent No. 1, who were husband and wife wherein, they have mutually consented and agreed that their marriage stands dissolved and is considered as null and void without any fraud and undue influence.

3. That the respondents agreed to pay a total composite amount of Rs. 12.00 Lacs in lump sum to the petitioners in respect of all claims including dower (Mehr), maintenance for petitioners, and the further maintenance/upbringing of their minor son-Shayan Jan. The amount was agreed to be paid through four post dated cheques, being Cheque No. 000022 dated 20<sup>th</sup> of May, 2026, Cheque No. 000023 dated 20<sup>th</sup> of July, 2026, Cheque No. 000024 dated 20<sup>th</sup> of September, 2026, and Cheque No. 000025 dated 20<sup>th</sup> of November, 2026, with the condition that if any of the cheque is dishonored, respondents will be legally liable for the consequence of cheque dishonor and will have to liquidate the amount within a period of 15 days; that the legal and physical custody of the minor child-Shayan Jan born on 17<sup>th</sup> of April, 2016 shall continue permanently and exclusively with the mother and the father explicitly forfeited all rights of custody, visitation

or communication with the minor child until the child reaches adulthood and both the parties agreed to formally withdraw, dismiss or quash all active and pending civil and criminal litigations *inter-see* across various courts, including CRM(M) 516/2025, pending before this Court and domestic violence cases/appeals pending before the Court of 4<sup>th</sup> Additional District Judge, Srinagar and the Family Court, Srinagar and that the party No. 1 would require providing NOC to facilitate the formal disposal and closing of all these matters.

4. It was further agreed between the parties that none of the party will retain any further right, claim or liability against the other regarding the marriage or any outstanding marital property/ claims and both the parties shall be barred from interfering in each other's personal lives, families or professions, prohibited from harming each other's character or reputation and that if the petitioner No. 1-wife decides to marry at any point in future, the respondent No. 1- husband shall have no objection or say.

5. Learned counsel for the petitioners submit that in view of the settled agreement reached between the parties through mediation, regarding which a mediation report stands submitted to this Court, this petition be disposed of, as having been agreed to be withdrawn.

6. In view of the settled agreement and the submissions made on behalf of the petitioners, this petition (CRM (M) No. 516/2025), along with all the connected application(s), is **dismissed as withdrawn**. The parties will be at liberty to make statement with regard to withdrawal/ dismissal of other pending civil or criminal cases before the concerned courts, in terms of agreed settlement through the process of mediation.

7. The petition is, accordingly, **disposed** of. Interim direction(s), if any, shall stand vacated.

8. The settlement agreement is directed to be kept on record and shall form part of this order.

**(M. A. CHOWDHARY)**  
**JUDGE**

**SRINAGAR**  
June 3<sup>rd</sup> 2026  
*"Shoaib Javid"*

