



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE DR. JUSTICE K.MANMADHA RAO

REV.PET FAMILY COURT NO. 291 OF 2025

BETWEEN:

EX SGT. BRIJESH SHUKLA,
S/O. SRI JAI PRAKASH SHUKLA
AGED ABOUT 47 YEARS
PRESENTLY RESIDING AT HOUSE NO. 174,
PATEL NAGAR, P.O.HARJINDER NAGAR,
KANPUR (UTTAR PRADESH) – 208 007.

...PETITIONER

(BY SMT.UMA M., ADVOCATE FOR
SRI.SUBRAMANI M.,ADVOCATE)

AND:

SMT. SHIKHA SHUKLA
W/O EX SGT. BRIJESH SHUKLA,
D/O. RAJANIKANTHAWASTHI
AGED ABOUT 43 YEARS,
FLAT NO.142/1, 7TH CROSS,
VINAYAK NAGAR
SINGAPURA MAIN ROAD,
MS PALYA, BANGALORE.

ALSO AT:
FLAT NO. S-2, 2ND FLOOR,
B BLOCK, LAKEVIEW APARTMENTS
GULLADAHALLI,
KEREKUDDADAHALLI VILLAGE
BANGALORE-560 090.

...RESPONDENT

Digitally signed
by
VIJAYALAKSHMI
B N
Location: HIGH
COURT OF
KARNATAKA





THIS RPFC IS FILED UNDER SECTION 19(4) OF THE FAMILY COURTS ACT., AGAINST THE ORDER DATED 04.08.2025 PASSED IN CRI.MISC NO.62/2015 ON THE FILE OF VI ADDITIONAL PRINCIPAL JUDGE, FAMILY COURT,BENGALURU,PARTLY ALLOWING THE PETITION FILED UNDER SEC.125 OF Cr.P.C. FOR MAINTENANCE.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE DR. JUSTICE K.MANMADHA RAO

ORAL ORDER

The present petition is filed by the petitioner/husband seeking to set aside the impugned order dated 04.08.2025 in Crl.Misc.No.62/2015 on the file of the VI Additional Principal Family Court, Bengaluru ('the Family Court', for short) and remand back the same to the trial Court.

2. Learned counsel for the petitioner has filed a memo producing the Settlement Agreement as per the order of the Hon'ble Allahabad High Court Mediation and Conciliation Centre in First Appeal No.363/2018 filed by the respondent.



3. The same is taken on record.

4. The Settlement Agreement dated 29.10.2025

reads as under:-

"This SETTLEMENT AGREEMENT entered into on 29.10.2025, between Brijesh Shukla (Appellant) and Smt. Shikha Shukla (Respondent).

WHEREAS

*1) Disputes and differences had arisen between the Parties hereto and **First Appeal No.363 of 2018** was filed before the Hon'ble High Court*

*2) The matter was referred to mediation/ Conciliation vide order dated 29.08.2024 passed by bench of **Hon'ble Saumitra Dayal Singh.J. And Hon'ble Donadi Ramesh J.***

*3) The parties agreed that Ms. Nidhi Pawan Singh and Mr. Afzal Ahmad, Advocates, would act as their Conciliator/Mediator, in the **Mediation Case No. 3738/2024.***

4) Several joint and separate meetings were held during the process of conciliation/ Mediation on 23-10-2024, 11-12-2024, 05-02-2025, 12-03-2025, 16-04-2025, 28-05-2025, 16-07-2025, 27-08-2025, 17-09-2025 and 29-10-2025 the parties have with the assistance of the Mediator/ Conciliator voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

5) The marriage between Brijesh Shukla (Appellant) and Smt. Shikha Shukla (Respondent) was solemnized on 03.02.2005. Out of aforesaid wedlock, the parties have a son namely, Abhinav Shukla (at present aged about 19 years), who is living with his mother (Smt. Shikha Shukla). The parties are living separately since 2014.



6) *The present first appeal had been preferred against the judgment and order dated 19.02.2018 passed by Principal Judge, Family Court, Kanpur Nagar in Case No.1142 of 2014 (Brijesh Shukla Vs. Smt. Shikha Shukla) under Section 13 of the Hindu Marriage Act, 1955. However, instead of granting decree of divorce under Section 13 of the Hindu Marriage Act, 1955 on the petition filed by the appellant decreed case for judicial separation, the same has been challenged in this instant First Appeal by the appellant.*

7) *The parties hereto confirm and declare that they have voluntarily and of their own free will arrive at this Settlement Agreement in the presence of the Mediators/Conciliators.*

8) ***In view of the Interim Settlement dated 11.12.2024, the following settlement has been arrived at between the Parties hereto:-***

a) *That the parties have decided to part their ways and dissolve their marriage.*

b) *That it has been agreed between the parties that the respondent has waived off the claim of permanent alimony including Stridhan and also undertakes not to claim the same in future also and in this regard she has produced an affidavit before the Centre which is annexed to this settlement for kind perusal of the Hon'ble Court.*

c) *That both the parties had earlier settled for Rs.8,00,000/- (Rupees Eight Lakh only) as maintenance of son namely Abhinav Shukla, but today after some discussion Shri Brijesh Shukla (appellant has agreed to pay an amount of Rs.11,00,000/-(Rupees Eleven Lakh only) to Smt. Shikha Shukla (Respondent) as the maintenance of son (Abhinav Shukla). The aforesaid amount shall be paid through the demand draft drawn in favour of respondent.*

d) *That today i.e. 29.10.2025, the appellant has handed over a demand draft bearing no. 888330 dated 15.09.2025 for Rs.8,00,000/- (Rupees Eight Lakh only) drawn on State Bank of India in favour of Shikha Shukla (Respondent) and she has acknowledged the receipt of the same.*



e) That today i.e. 29.10.2025, the appellant has handed over the Dependent Card related to his son to the respondent and the respondent has acknowledged the receipt of the same.

f) That it has been agreed between the parties that the remaining amount of Rs.3,00,000/- (Rupees Three Lakh only) shall be paid by Brijesh Shukla (Appellant) to Smt. Shikha Shukla (Respondent) at the time of final hearing in the present matter before this Hon'ble Court by way of demand draft.

g) That the appellant has produced an affidavit of declaration relinquishing his rights to co-ownership and transfer of the property bearing No. 13. Assessment No. 98. Khata No. 69/98/13 situated at Maragondanahalli Village, Kundana Hobli Devanahalli Taluk, Bangalore Rural District Bangalore and handing over all rights to the said property of the co-ownership namely to Shikha Shukla. The aforementioned Affidavit of Declaration is being annexed to this settlement for kind perusal of the Hon'ble Court. The appellant will bear all expenses incurred in transfer of property etc.

h) That the appellant has also produced an affidavit of declaration to the effect that he is the owner of the locker maintain in State Bank of India, Jolahali East, Bangalore-14 and willing to hand over the complete rights of operation and ownership to Smt. Shikha Shukla, once divorce petition is allowed by the Hon'ble Court. The aforementioned Affidavit of Declaration is being annexed to this settlement for kind perusal of the Hon'ble Court.

i) That appellant also undertakes that he will visit within a month of November, 2025 to Bangalore and complete all the formalities required to fulfill conditions of the settlement-agreement and also visit Piramal Finance to relinquishment and transfer his rights from ownership to a Flat bearing No. 5-2, 2nd Floor, B Block Lakeview Apartments, Phase-1, Gulladahalli Kareguddahalli Village Yeshwantpur Hubli, Bangalore.

j) That it has further been agreed between the parties that Brijesh Shukla (Appellant) shall handover the ECHS Card (Ex-Servicemen Contributory Health Scheme Card)



and change of polyclinic in respect of the son-Abhinav Shukla and dependent card (shall be renewed every year by the appellant) to Smt. Shikha Shukla (Respondent) within one month from today and in case of any difficulties or issues arises towards ECTIS Card, same will be immediately taken care of and produce a receipt whereof before the Hon'ble Court at the time of hearing. The Appellant will provide property documents and all other documents and his signatures whenever required in future.

k) That the respondent shall have no objection, if the Court of RPFC pleases to allow Revision Petition No. 291 of 2025 against the judgment and order dated 04.08.2025 and Family Court, Bangalore in 62 of 2015 filed U/S 125 of Cr.P.C.

l) That it has further been agreed between the parties that the respondent shall move withdrawal application in Case No. 43 of 2015 pending in the court of CJM. Court, Bangalore Rural after the fulfillment of all conditions of the settlement agreement and produce the certified copy of the same before the Hon'ble Court.

m) That it has also been agreed between the parties that apart from the cases mentioned in this settlement, if any, civil and criminal cases filed by them against each other or their family members regarding present matrimonial dispute shall be withdrawn by the parties concerned by taking appropriate steps.

n) That Smt. Shikha Shukla (Appellant) shall have no objection in any manner whatsoever, if the Hon'ble Court pleases to allow the present First Appeal No. 363 of 2018 in view of the instant settlement arrived between the parties.

o) That the present Settlement-Agreement may be made a part of the judgment and decree in the present case.

p) That the parties will not file any fresh case against each other in respect of this matrimonial dispute. They have no claim against each other in future also.



9. *By signing this Agreement the Parties hereto state that the First Appeal No.363 of 2018 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation.*

10. *This settlement had been read over and explained to the parties in Hindi in presence of their respective counsels, thereafter, they have signed the settlement."*

5. In terms of the Settlement Agreement, the petition is ***disposed of***.

**SD/-
(DR.K.MANMADHA RAO)
JUDGE**

MH/-
List No.: 1 Sl No.: 41