

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr.Rev.(FC) No. 51/2025 a/w

Cr.MMO No.699/2025

Date of decision: 24.09.2026

1. Cr. Rev.(FC) No.51/2025

Atul Sharma		Petitioner
	Versus	
Pooja		Respondent

2. Cr.MMO No.699/2025

Pooja		 Petitioner
	Versus	
Atul Sharma		Respondent.

Coram

The Hon'ble Mr. Justice Ajay Mohan Goel, Judge.

The Hon'ble Mr. Justice Yogesh Jaswal, Judge.

Whether approved for reporting?¹

For the Petitioner : Mr. Parv Sharma, Advocate in Cr. Rev.(FC) No.51/2025
Mr. R.K. Khidta and Mr. Nishant Khidta, Advocates in Cr.MMO No.699/2025

For the Respondent : Mr. R.K. Khidta and Mr. Nishant Khidta, Advocates in Cr. Rev.(FC) No.51/2025
Mr. Parv Sharma, Advocate in Cr.MMONo.699/2025

Ajay Mohan Goel, Judge (Oral)

Both the parties are present in person in the Court pursuant to the last order passed by this Court.

2. These two petitions have been preferred by the parties against order dated 27.05.2025, passed by the Court of learned

¹***Whether the reporters of the local papers may be allowed to see the Judgment?Yes***

Principal Judge, Family Court, Shimla, District Shimla, H.P. in Criminal Miscellaneous Application No.256/2024, titled Smt. Pooja versus Sh.Atul Sharma, in terms whereof, an application filed by the wife, namely, Smt. Pooja, under Section 125 of the Code of Criminal Procedure for grant of interim maintenance has been disposed of by the learned Court below by granting monthly maintenance of ₹15,000/- per month. Whereas, the husband has approached this Court, feeling aggrieved by the order so passed by the learned Principal Judge, Family Court, Shimla, District Shimla, H.P., the wife has approached this Court for the enhancement of maintenance.

3. During the pendency of these proceedings, the Court stands informed that the parties in the matter pending between them under Section 13-B of the Hindu Marriage Act, have entered into a mutual settlement deed executed on 16.12.2025 and a copy thereof has been made available for the perusal of this Court. We take the certified copy of the settlement deed on record. A perusal of the said settlement deed demonstrates that the parties have decided to go for a mutual divorce on the terms of settlement which, inter alia, include the condition of withdrawal of cases and acknowledgment of the fact that the deed constitutes full and final settlement and parties and family mutually release/discharge each other from all civil/criminal/matrimonial claims.

4. In light of this settlement, we are of the considered view that now both these petitions have lost their efficacy, as the order

under challenge also becomes otiose in the terms of the settlement arrived at between the parties. We observe that neither of the parties shall be bound by the said order.

5. At this stage, respondent-Ms. Pooja Sharma, who is present in the Court in person submits that the petitioner is still harassing her, which is emphatically denied by the petitioner, who is also present in person. Without entering into the correctness of the said allegation, we observe that in light of the settlement which has been arrived at between the parties, we hope and expect that the parties shall act in accordance with the said settlement, in letter and spirit and also ensure that no disharmony is created amongst them by the act of either party.

6. With these observations, both petitions stand disposed of, so also pending miscellaneous application(s), if any.

(Ajay Mohan Goel)
Judge

(Yogesh Jaswal)
Judge

24th September, 2026.
(yogesh)