

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

Criminal Revision No. 179 of 2024

Srishti Gangwar.

.....Petitioner.

Versus

State of Uttarakhand
and another.

.....Respondents.

Present:

Mr. Saurabh Kumar Pandey, learned counsel for the revisionist.

Mr. Himanshu Sain, learned AGA with Ms. Rangoli Purohit, learned Brief Holder for the State.

Mr. Susheel Kumar, learned counsel, holding brief of Mr. Gaurav Singh, learned counsel for the respondent no. 2.

Hon'ble Mr. Justice Rakesh Thapliyal, J.

1. The instant criminal revision has been preferred by the revisionist against the order dated 02.09.2023 and 13.10.2023 passed by Judge, Family Court, Haridwar in Case No. 04 of 2023 (Nirbhay Rana Vs. Srishti), which was passed in the proceeding initiated under Section 125 Cr.P.C..

2. On the previous date, taking into consideration that the dispute in between the parties is nothing but matrimonial one, therefore, efforts may be made for their amicable settlement. Consequently, both the parties were called and directed to appear before the Counsellor. The Counsellor, after counseling them, submitted it's report on 11.03.2026 relevant extract of which is being reproduced herein as under:

"CASE TITLE: CRLR-179 of 2024

Date: 11th Mar, 2026

Family History-

Mrs. Srishti's father is retd. from BHEL Haridwar as an operator and mother is home maker. Her elder brother is

accountant in Coal India and younger is preparing for Govt exam.

Mr. Nirbhay's father is a farmer, holds 2.5acre of land and mother is home maker. His younger sister is married and a practicing lawyer in Punjab High Court.

Education and Profession: -

Mrs. Srishti is post graduate in Bio tech, completed from Punjab University Patiala in 2014. She was associated in GMSCH in Chandigarh and Patanjali Research Centre during 2015-19 on payment of 14000/-. She passed her IELTS exam to go Canada in 2019. At present pursuing LL.B.

Mr. Nirbhay is Mechanical Engineer from Punjab Technical University, also passed PG diploma in advance project management and strategic leadership from Queens University of Quebec in 2020. He worked some part time jobs in abroad from 2018-2020. At present not working from 2020.

Summary of the session-

Mrs. Srishti Gangwar came in contact to Mr. Nirbhay Rana through a common friend (Miss Lekha Handa) during 2019. They were in courtship for 2-3 months, in this duration husband was in Canada and wife was in India. Later on they decided to marry. The engagement /court marriage was solemnized on 17th Apr, 2019. Mrs. Srishti was not ready to inform her parents in this regard of marriage. So, they were not present in any ceremony. All the arrangements of function were concluded and paid by Mr. Nirbhay's family.

The couple lived together upto 14th May, 2019 only for 28 days. Even Mrs. Srishti went to Rajasthan for some days to

enjoy the marriage of her friend in the duration of these 28 days. Husband was not with her on this trip.

Mrs. Srishti was deep-passionate to go and live her life in abroad. For this procedure of visa and documents she paid amount in lacs as fee and processing charges to Mr. Nirbhay before her marriage. This amount was not paid in Account of Mr. Nirbhay. Both accepted for regular transactions. Her process of request for visa of Canada was rejected 2-3 times from concerned embassy. In this sequence, Mr. Nirbhay offered her for spouse visa after rejections. All these steps brought Mrs. Srishti closed to Mr. Nirbhay. They were in regular conversation and dialogues, became attached emotionally and decided for marriage with individual consent of Mrs. Srishti and consent of Mr. Nirbhay with his family.

Mrs. Srishti informed her husband in 2020 that she was diagnosed for Breast Cancer, treated from BLK hospital, New Delhi, related papers of diagnosis were not shared with husband. He feels that it's true or false, he is in dark. In these circumstance husband never went back to Canada.

Mrs. Srishti has a lot of complaints with her husband. She stated that her husband asked her for compromised pics and raped her in hotel room in Chandigarh but husband said that it all was with her permission and consent. They were about to marry and flow with emotions-feelings mutually. She felt that she was used, cheated and ripped off for money from her husband. She was full of grievances and filed the court cases under various sections against husband in 2020. Mr. Nirbhay was in prison of Budail (Chandigarh) for 7-8 months. Wife complaints that husband not paid her any money in compliance of court order of maintenance. There was a compromise between them with mutual consent in many cases and husband was

supposed to pay Rs. 11 lacs to wife. Husband paid Rs. 6 lacs and Rs. 5 lacs were remain to pay but he was sent to jail as wife re-opened the cases after their compromise/settlement. The settlement was failed not finalized, even amount more than half was paid.

This is a marriage of some weeks only. This small period was too short for understanding and attachments in a couple. On other hand wife was willing to turn her dream into reality to live in abroad/to gain heights in her career, which was not succeed. By the passing of time-trust issues, misunderstanding, differences became in existence. Her dreams were shattered.

Couple is negatively upto neck in their relationship. They are not willing to live together. Wife is denying for their past compromise/settlement and wish to continue her cases though she received amount from husband. On other hand husband is asking for his previous paid Rs. 6lacs back as compromise was not completed and he was imprisoned. Wife is demanding for divorce and Rs. 18lacs which she transferred him before and after marriage and Rs. 30lacs for alimony.

Husband is also willing for divorce and has a demand to return his Rs. 6lacs paid on 25th Feb2021 in past.

After counselling Mr. Nirbhay diluted a lot for his complaints and became ready to live together. It was a strenuous effort for their reunion. He offered her to join him to move on from the counselling Centre but she refused and denied. She is stick with her demands. The report is submitted to Hon'ble Court.

*General Counsellor / Child Counsellor
Counselling Centre,
SLSA, Uttarakhand*

This report is confidential as per counselling ethics."

3. As per Counsellor's report, both the revisionist and respondent married on 17.04.2019 and they lived together only till 14.05.2019 i.e. for 28 days and thereafter, due to matrimonial discord in between the parties a divorce petition was filed in Family Court, Haridwar, seeking divorce by way of mutual consent, which was numbered as Case No. 180 of 2021, plaint of which is also placed on record. In this divorce petition, in paragraph 5, a reference has been made with regard to amount towards permanent alimony, which was agreed by both the parties as Rs. 11,00,000/-, out of which, Rs. 6,00,000/- was paid by the respondent by way of bank draft bearing no. 000154 dated 24.03.2021 of Axis Bank on the date of presentation of the divorce petition and remaining amount of Rs. 5,00,000/- by way of bank draft no. 000155 dated 24.03.2021 was deposited with the Family Court. A compromise was entered in between the parties on 25.03.2021, which was part of the divorce petition, the terms and conditions of the said compromise are also being reproduced herein under:

"COMPROMISE/MUTUAL AGREEMENT

This Compromise is hereby made at Haridwar on 25.03.2021 between Mr. Nirbhay Singh S/o Sh. Amrao Singh, aged 26 years, House No. 271, Ward No. 3, Near Nagar Khera, Kurali, Kharar, SAS Nagar (Mohali) (hereinafter called as the First Party), and Ms. Srishti Gangwar Wife of Mr. Nirbhay Singh D/o Sh. Mahendra Singh Gangwar, aged 28 years, R/o House no. 193, Sector 2, Type 2, Bhel Ranipur, P Haridwar (Punjab) (hereinafter called as the Second Party).

Whereas the marriage between the First Party and Second Party was solemnized in accordance with Hindu Rites

and Ceremonies at Katani Dhaba Shiviot Ericalve, Kharar on 17-04-2019. That no issue was born from the said wedlock.

Whereas the marriage between the First Party and Second Party has failed and irretrievably broken down and they have been residing separately from each other with effect from 14-05-2019. That due to strained relations between parties, many cases have been filed by each of them against each other. The Second party has also lodged the FIR no 210 of 2020 at Police Station Sector 36 on 12-11-2020 under section 323, 506, 504, 376, 498-A, 420 of IPC. That both the parties with the intervention of family friends, relatives and well wishers and with their free will and consent without any undue influence and coercion from any quarters have entered into a compromise which has been duly accepted, agreed upon, confirmed, satisfied and acknowledged by both the parties. The said compromise/agreement has also been endorsed by the respective parents, relatives, friends and well-wishers of the parties.

Now, therefore, in pursuance of the said Agreement and compromise, the parties have decided to agree on the following terms and conditions:-

1) That since both the First party and Second Party are residing separately since 14-05-2019 onwards and they have not been able to reconcile during the period of separation and have not co-habitated during this period and there is no possibility or probability of their living together as husband and wife especially considering the fact that relations have become strained to the extent of lodging of an FIR.

2) That both the parties are hereby agreed to dissolve their marriage by way of filing the mutual divorce petition under section 13-B of Hindu Marriage Act, 1955 which has been filled at Family Court Haridwar. That it is also mutually agreed

between both the parties that the first party shall pay total sum of Rs. 11 lacs (Eleven Lacs only) to the Second party as full and final settlement amount. Out of which a sum of Rs.6,00,000/- (Six lacs) already paid vide DD No. 000154 dated 24-03-2021 drawn on Axis Bank in favour of Second Party and the DD No. 000155 dated 24-03-2021 drawn on Axis Bank in favour of Second Party of remaining amount of Rs. 5,00,000/- (Five lacs) has been deposited before the Family Court Haridwar by the First Party in above mentioned mutual consent divorce petition which shall be released to the Second party at the time of Second motion/Stage of evidence.

3) That the Second Party also undertakes to withdraw the petition of 125 CRPC which has been filed by her in Family Court Haridwar after the receiving the second demand draft no. 000155. The first party undertake to withdraw the divorce petition which has been by him before Family Court Ambala. Both the parties herein undertake to withdraw all the cases/complaints/petitions of any nature filed by them against each other or against family members of each other in any Court of Law or any Police Authority and all such cases/complaints/petitions will also deemed to have been dismissed in view of the present compromise deed.

4) That Second Party has undertaken that the Second Party shall not pursue the above mentioned FIR i.e. FIR no 210 of 2020 at Police Station Sector 36 on 12-11-2020 under section 323, 506, 504, 376, 496-A, 420 of IPC against any person and Second Party shall help the First Party and other accused in getting the above mentioned FIR quashed on the basis of present compromise from Hon'ble Punjab and Haryana High Court at Chandigarh. The Second Party undertakes to appear before Hon'ble High Court and Hon'ble Trial Court for recording her

statement in support of quashing the above mentioned FIR wherever and whenever required. All the expenses regarding travelling and advocate fee for the purpose of compromise quashing shall be borne by the First Party.

5) That both the parties are mutually agreed that they shall not back out from the present mutual agreement. However if any of the party backs out from the present compromise and does not abide by the terms and conditions of the present compromise than the other party shall have the right to pursue their legal rights in the court of law.

6) That in terms of this Agreement between the First and Second Party, none of the parties, their relatives or successor-in-interest shall be entitled to institute any civil, criminal or any legal proceedings against each other and in case any such case or cases are sought to be instituted after signing of the present agreement, the same shall also be deemed to have been dismissed in terms of the present agreement and all the litigation between the parties shall be deemed to have been compromised in terms of the agreement.

7) That if the first party fails to comply with the terms and conditions of the present compromise, in that eventuality second party shall have a right to pursue her legal remedies. But if the second party fails to comply with the present compromise or backs out from the present compromise, then the first party shall have the right to enforce the present agreement through legal means and shall also have right to pursue his other legal remedies.

8) That all the relatives, parents or friends related to the First Party and the Second Party including family members of both the parties including their respective witnesses shall

remain bound by the terms and conditions of the present agreement.

9) That this compromise/Agreement is irrevocable and none of the parties shall disobey the terms and conditions of the agreement under any circumstances and this agreement shall be final, conclusive for all times to come and binding qua both the parties.

10) That the contents of the present compromise has been read over and explained to both the parties in the language best known to them ie in Punjabi/Hindi and both of them have signed after understanding the same in the presence of witnesses.

11) That after filing the divorce petition under section 13-B of HMA, both the parties shall not file any civil or criminal case against the other party or against any of the family member of either party.

Both the parties have set their respective hands on the present compromise on this 25th day of March, 2021 in the presence of witnesses.

First Party

Second Party"

4. During the pendency of proceeding of divorce petition, an FIR was lodged by the revisionist on 12.11.2020 bearing Case Crime No. 210 of 2020 wherein she implicated respondent and his other as well as other family members for the offences punishable under Section 323, 506, 504, 376, 498-A, 420 IPC, at Police Station – Sector 36, Chandigarh. In this FIR, during investigation, husband was taken into arrested on 05.06.2020 and he was remained in custody till January, 2020 and during this period, charge-sheet was filed against husband and his

cousin Uday Pratap Singh. Thereafter, trial was commenced against husband and his cousin, which was continued for almost three years and ultimately, husband and his cousin brother were acquitted. During this proceeding, the proceeding of divorce petition was closed since the respondent husband could not appear due to criminal trial launched by the revisionist wife.

5. It is apprised to this Court that order of acquittal is challenged before the High Court of Punjab and Haryana.

6. Today, both the revisionist and respondent husband are present and this Court, after gone through with the Counsellor's report also interact with each of them and they both refused to live together. Towards permanent alimony, the fresh proposal as given by the revisionist is not acceptable to the husband respondent. This Court though make an effort for their amicable settlement, which is evident from the fact that they were directed to appear before the Counsellor and Counsellor make also an effort, but could not succeed, therefore, in such an eventuality there is no option to both of them except to get divorce.

7. Apart from this, both are well educated and brilliant and this Court is of the view that continuation of the matrimonial dispute will effect their future prospects.

8. Admittedly, earlier both of them filed divorce petition to seek divorce by way of mutual consent and the amount towards permanent alimony was also fixed, which was acceptable to both of them, therefore, the instant revision is disposed of finally by giving opportunity to both of them, particularly, to the respondent husband to move an application before concerned Family Court in order to revive the divorce

petition filed by them under Section 13B of the Hindu Marriage Act i.e. Case No. 180 of 2021 (Nirbhay Singh Vs. Srishti Gangwar) and if such an application is moved by either of parties before the concerned Family Court, the concerned Family Court shall revive the same and then proceed and to conclude divorce petition on its own merits. Both the parties are also free to take all additional pleas before the Family Court. No order as to costs.

(Rakesh Thapliyal, J.)

15.05.2026

SKS