



HIGH COURT OF UTTARAKHAND AT NAINITAL

Criminal Revision No. 644 of 2024

15 April, 2026

Sonal Chawla

--Revisionist

Versus

Shashank Arora

--Respondent

Presence:-

Mr. Anurag Bisaria, learned counsel for the revisionist.

Mr. Nimish Chib, learned counsel with Ms. Gurbani Singh, Mr. Satyam Bhatia and Mr. Shivam Nayak, learned counsel for the respondent.

(Rakesh Thapliyal, J.)

1. The instant criminal revision has been preferred by the revisionist Smt. Sonal Chawla against the order passed by the Judge, Family Court, Kashipur District Udham Singh Nagar dated 14.06.2024 in Criminal Case No. 19 of 2022, Smt. Sonal Chawla vs. Shashank Arora whereby the application moved by the revisionist under Section 125 Cr.P.C. for grant of maintenance is rejected.

2. Taking into consideration that the dispute in between both of them are matrimonial and both of them married on 11.11.2016, on the previous date they were directed to appear before the Counsellor and the Counsellor submitted three reports dated 15.10.2025, 13.12.2026 and lastly on 27.02.2026. As per the report of the Counsellor dated 27.02.2026, both husband and wife were not obeying the order passed by this Court on different dates since they have not started dialogues on phone.



3. Certain whatsapp messages were exchanged in between the parties and after gone through with the whatsapp messages the sister of the respondent/husband of the revisionist was asked to be remain present in Court and in compliance thereof sister of the respondent, namely, Arpana Taneja is present in Court. The revisionist is also present.

4. Now a compromise affidavit has been filed jointly by the revisionist and the sister of the respondent today itself and the same is taken on record. This compromise affidavit is signed by the sister of Shashnak Arora on the basis of the authorization letter dated 15.04.2026 which is also part of the compromise deed. The terms and conditions of the compromise deed are as follows:-

(i) *It has been agreed between the first party and the second party that the first party shall make a payment of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only), and (Gold Articles will be retained by the second party, which are already in possession of the second party) to the second party towards the full and final settlement including alimony/maintenance of past, present and future including all articles and all the other claims and rights. And the abovementioned amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) shall be paid in two installments.*

(ii) *The First installment of Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) shall be paid by the first party to the second party at the time of recording the statement of first motion petition before the Hon'ble Court under Section 13-B (1) of the HMA/Section 27 of the UCC 2025.*

(iii) *The second installment of 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) shall be paid by the First party to the Second party at the time of recording of their statements in the*



second motion petition before the Hon'ble court under section 13-B (2) of the HMA/Section 27 of the UCC 2024.

(iv) That both the motions in terms of Section 13B HMA/Section 27 of UCC 2024 will be carried on and completed on or before 30.06.2026. That both the parties ensure that none of the parties will be taking unnecessary adjournments and will ensure their presence on the date of hearing before the concerned court.

(v) that it has been agreed that none of the parties shall file any claim, or any petition, civil or criminal or of any other nature against each other or against any of the family members/friends of the parties. The first party shall also not file any claim of any sort under any law under for claiming the maintenance, permanent alimony etc. against first party in any Court anywhere in India. In short, no mutual obligation is left against each other on any account whatsoever.

(vi) That it has been further agreed that the Second party shall withdraw all the following cases as soon as possible from the date of recording the statement of first motion:-

(a) Complaint case filed under the Domestic Violence At.

(b) Civil suit for recovery filed against the first party.

(c) Execution petition filed in terms of the Section 125 Cr.P.C. petition.

(d) Criminal Revision Petition 644 of 2024 filed before the Hon'ble High Court of Uttarakhand at Nainital.

(e) Any other/all other cases filed by the second party against the first party and all the other family members.

(vii) That the first party has not filed any litigation against the second party. That certain articles belonging to the second party are lying at Flat in Gurugram which are presently in custody of the first party. The first party will render complete assistance to the second party in respect to the collection of the same. That



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the first party will be visiting the said premises on any Sunday of the month of May 2026 to collect the same. The second party will inform the first party about the said visit 5 days in advance.

(viii) That the second party has not lodged any FIR against First party and his family members.

(ix) That if any of the parties fail to comply with any of the above said terms and conditions of the settlement then the other party shall have full right to revive or file fresh case against the other party as well as to take all appropriate steps as per law.

(x) Further the settlement arrived is full and final and both parties undertake not to file any case/complaint/suit/petition against each other and against each other's family members and shall be leading the independent lives without any hindrance in life of each other or each other's family members.

(xi) That with this settlement the parties have settled all their claims and disputes against each other and their families.

(xii) That it has been agreed between the parties that immediately after the execution of the present Compromise Deed and satisfaction of the conditions set out above, the parties shall initiate all appropriate steps and unconditionally withdraw all the allegations leveled against each other. All verbal allegations or allegations contained in writing in any form including the legal notices, police complaints, complaints to other authorities and all court cases shall stand withdrawn. Further upon the execution of this Compromise Deed, any of the parties shall under no circumstances make defamatory statements against each other and/or any of their family members and/or relatives/friends.

(xiii) That it is further agreed between the parties that they would comply with the terms and conditions of this present compromise deed in the words and spirit of the document. The



parties shall fully cooperate with each other and shall sign all papers that are required as per law and parties shall present themselves in all Courts and Offices, wherever their presence is required or is mandatory for effectuating the terms of this Compromise Deed.

(xiv) That the parties agree that in case of default in compliance from any of the parties to this Compromise Deed or in case of any breach of any of the clauses of this Compromise Deed, the aggrieved party shall be entitled to approach the concerned court of law for seeking appropriate relief from the Hon'ble Court.

(xv) That the parties have settled all their disputes out of their sweet will and without any undue pressure and coercion from any corner.

5. The revisionist is present in Court and submits that she has now settled the dispute to get divorce by way of mutual consent and towards permanent alimony she is also agreed to get lump sum amount of Rs. 15 lakhs and the gold articles will be retain by her which are already in possession of second party Ms. Sonia Chawla. It is further agreed that first installment of the amount towards permanent alimony i.e. Rs. 7,50,000/- will be paid by Mr. Shashank Arora to Ms. Sonal Chawla at the time of recording of statement at first motion and the remaining amount of Rs. 7,50,000/- will be paid on second motion. It is further agreed by both the parties that they will file suit for seeking divorce by way of mutual consent within two weeks from today, however, the statutory period of separation be waived off so that divorce petition be expedited as early as possible. It is further agreed that all the pending proceedings instituted by either of the party will be withdrawn by moving appropriate application before the concerned court by both of



them.

6. After taking into consideration the compromise affidavit, the instant criminal revision is disposed of finally with the direction to both the parties to file divorce petition by way of mutual consent within two weeks from today before the competent court having jurisdiction and simultaneously both the parties may move appropriate applications before the concerned court for withdrawing all the pending proceedings. It is further made clear that both the parties will abide by terms and conditions as agreed between them in the compromise affidavit and the concerned court will also make all the terms and conditions as part of the divorce decree. It is further made clear that the concerned court shall waive off the statutory period of separation and will expedite the divorce petition as early as possible but not later than 30.06.2026.

(Rakesh Thapliyal, J.)

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