



\$~38

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010552452025
+ **MAT.APP.(F.C.) 286/2025**
ALOK CHANCHAL Appellant

Through: Ms. Vandana Yadav, Ms.
Rekha Verma & Ms. Kajal
Sonkar, Advs. (VC)

versus

ANUBHA SAXENA Respondent

Through: Mr. Sachet Sharma, Mr. Paras
Verma, Mr. Ayush Sharma &
Ms. Praachee Pathak, Advs.
(VC)

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

HON'BLE MS. JUSTICE RENU BHATNAGAR

ORDER

% **24.09.2026**

MAT.APP.(F.C.) 286/2025 & CM APPL. 66016/2026 (Seeking withdrawal)

1. The present application has been filed on behalf of the appellant seeking permission to withdraw the present appeal challenging the Impugned Order dated 23.04.2025 passed by learned Family Courts-01, East, Karkardooma Courts, Delhi in HMA no. 1187/2021, in view of the amicable settlement arrived at between the parties.
2. The learned Family Court *vide* the impugned judgment herein had dismissed the petition filed by the appellant seeking dissolution of marriage between the parties.
3. During the pendency of the present appeal, the parties attempted to get their disputes settled via mediation which culminated into a



settlement agreement arrived at between the parties before the Mediation Centre, Karkardooma Courts, Delhi. The settlement agreement has been filed along with the application.

4. The Settlement Agreement dated 08.08.2026 is reproduced hereinbelow:

“ 1. **Reference**

The above-said matter under Section 144 of BNSS for grant of maintenance has been received for mediation from the Court of Sh. Manish Khurana, Ld. Judge, Family Court, East District, KKD Courts, Delhi.

2. **Mediation Proceedings**

After introducing and explaining the concept and benefits of mediation in vernacular language i.e. Hindi, the matter has been discussed with the parties in joint session in cordial atmosphere.

3. **Language**

The settlement is being typed in English on the joint request of the parties and their respective counsel.

4. **Background of the Case**

The brief facts, as stated by the parties, are that the marriage between petitioner Smt. Anubha Saxena and respondent Sh. Alok Chanchal was solemnized on 04.11.2009 as per Hindu rites and ceremonies at Delhi. It is further stated by the parties that due to certain matrimonial discords and differences, they are living separately from each other since 16.07.2018.

5. **Whether any issue has been born from the wedlock? If yes, name and age:**

No.

6. **Connected Cases**

It is stated by the parties that besides the present matter, the following proceedings/litigations are pending between them :-

(i) MAT. APP. (F.C.) No.286/25 filed by the respondent against the petitioner which is pending before Hon'ble High Court of Delhi where the next date of hearing is 14.10.2026.

7. **Applicability/non-applicability of the present settlement to the Connected Cases**



The present settlement shall be applicable to the case in hand as well as to the connected matter mentioned above, however, subject to terms and conditions mentioned hereinbelow.

8. **Abbreviation**

Petitioner namely Smt. Anubha Saxena shall be hereinafter referred to as "**the wife**" and the respondent namely Sh. Alok Chanchal shall be hereinafter referred to as "**the husband**".

9. **Terms & Schedule of Settlement**

After explaining the process of mediation, the parties have arrived at an amicable settlement on the terms and conditions as under:-

i. It is agreed between husband and wife that there is no possibility of reunion due to irreconcilable differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under Section 13B of Hindu Marriage Act, 1955.

ii. It is agreed between husband and wife that they shall file the first motion petition under Section 13B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent **on or before 10.10.2026**.

iii. It is further agreed between the husband and wife that second motion petition under Section 13B(2) of the Hindu Marriage Act shall be filed after expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Courts Hindu Marriage Act. However, the husband and 2 wife are at liberty to move appropriate application for waiver of mandatory period of six month, if they so desire.

iv. It is further agreed between the parties that the husband shall pay an amount of **Rs.10,00,000/- (Rs. Ten Lakh only)** to the wife towards full and final settlement for her maintenance (past, present and future), permanent alimony, jewellery etc. and the wife undertakes not to put forth any further claim towards the same in future at any stage.

V. It is further agreed between the parties that the husband shall handover the articles as mentioned in the list annexed as **Annexure-A** to the wife at the time of recording of statement in first motion petition for divorce.

vi. It is agreed between the parties that the husband shall pay the above- said settled amount to the wife shall pay the above-said settled amount to the wife through electronic mode/demand drafts/RTGS/NEFT as per the following schedule:-

S.No.	Amount	Date
1	Rs.2,00,000/-	At the time of recording



	<i>and the husband shall handover the articles as mentioned in the list annexed as Annexure-A the wife.</i>	<i>statement in the first motion petition under Section 13B(1) of Hindu Marriage Act.</i>
2	<i>Rs.8,00,000/-</i>	<i>At the time of recording statement in the second motion petition under Section 13B(2) of Hindu Marriage Act.</i>

vii. *It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.*

viii. *It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.*

10. Follow-up-Documents:

	<i>Prepared by whom</i>	<i>Time framework</i>	<i>Place of signature by parties.</i>	<i>Who will bear the cost</i>
<i>Preparation of petition u/s 13B(1) of the HMA</i>	<i>Husband</i>	<i>On or before 10.10.2026</i>	<i>KKD courts, Delhi</i>	<i>Husband</i>
<i>Preparation of petition u/s 13B(2) of the HMA</i>	<i>Wife</i>	<i>As per law</i>	<i>KKD Courts Delhi</i>	<i>Wife</i>

11. Withdrawal



It is agreed between the parties that after disposal of the first motion petition under Section 13B(1) of the Hindu Marriage Act but before filing of the second motion petition, the wife shall withdraw the present referral case before the Ld. Referral Court.

It is agreed between the parties that before filings of the first motion petition under Section 13B(1) of the Hindu Marriage Act, the husband shall withdraw the above-mentioned connected MAT. APP. (F.C.) No.286/25 before the Hon'ble High Court of Delhi.

12. Breach:

It is agreed between the parties that in case of breach of the above terms on the part of husband, the wife shall be entitled to retain 25% of the received amount towards litigation expenses etc. Likewise, in case of breach of the above terms on the part of wife, the amount so received by her shall not be adjustable towards any kind of arrears/ maintenance, but the husband shall be entitled to recover the amount so paid by him alongwith 12% interest per annum.

It is further agreed between the parties that in case of breach/violation/deliberate disobedience, the party breaching the terms shall also be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 for violation thereof or aggrieved party may proceed against the other party in accordance with law.

13. Free Consent of the parties

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding And appreciating the contents, scope, and effect thereof, as well Second s consequences of the breach thereof along with the legal position explained hereinabove. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation, or mistake (both of law and fact), in any form, whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.”

5. As per the Settlement Agreement, the parties have agreed to dissolve their marriage by mutual consent under Section 13B of the Hindu Marriage Act, 1955. The parties have further agreed to file the petition for the First Motion on or before 10.10.2026. It has further been agreed between the parties that the appellant shall pay a sum of



₹10,00,000/- (Rupees Ten Lakhs only) to the respondent towards full and final settlement of all claims towards maintenance. The Settlement Agreement further records that the articles mentioned therein shall be returned by the appellant to the respondent at the time of filing of the First Motion. The agreement also charts out the manner in which the sum of Rs. 10,00,000/- will be paid by the appellant to the respondent.

6. The parties undertake that they shall remain bound by the terms and conditions of the Settlement Agreement and shall duly abide by the same. The parties further agree that, upon compliance with the terms of the Settlement Agreement, all disputes and claims arising between them in relation to their matrimonial relationship shall stand settled.

7. Accordingly, the present appeal along with all pending application(s), if any, stands disposed of in terms of the settlement agreement.

8. Further, it is made clear that any breach of the terms of the Settlement Agreement shall constitute a breach of the undertaking given to before this Court and, in the event of any wilful breach by either party, the same shall invite such consequences as may follow, in accordance with law.

9. The next date of hearing before Court i.e., 14.10.2026 stands cancelled.

SUBRAMONIUM PRASAD, J

RENU BHATNAGAR, J

SEPTEMBER 24, 2026_{/pr/KZ}