



#S-26

IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment Delivered On: 10.07.2023

W.P.(CRL) 1713/2023 and CRL.M.A. 17621/2023

RIA RAJ

..... Petitioner

Through:

versus

COMMISSIONER OF POLICE & ORS.

..... Respondents

Through:

Advocates who appeared in this case:

For the Petitioner : Mr. Nitin Garg, Advocate alongwith the petitioner in person.

For the Respondents: Mr. Sanjay Lao, Standing Counsel (Criminal) with Ms. Priyam Agarwal, and Mr. Shivesh Kaushik, Advocates alongwith SI Rakesh Kumar, PS – Vikaspuri, Delhi.
Ms. Gayatri Puri and Ms. Kalpana Chauhan, Advocates for respondent Nos. 3 & 4 alongwith respondent Nos. 3 & 4.

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

HON'BLE MR. JUSTICE GAURANG KANTH

J U D G M E N T

SIDDHARTH MRIDUL, J. (OPEN COURT)

1. The present habeas corpus petition under Article 226 of the Constitution of India essentially prays for a direction to the private respondent Nos. 3, 4 & 5 to produce the Petitioner's minor children



before this Court and thereafter hand over their custody to her on the ground that she is their biological mother.

2. Subsequent upon institution of the present proceedings, this Court, vide order dated **03.07.2023**, appointed Mr. Arun Verma, Senior Advocate as a Mediator, with the consent of the parties, in order to enable them to arrive at an amicable resolution of the underlying disputes.

3. With the aid and assistance of the learned senior Mediator, the parties have arrived at a **settlement dated 06.07.2023** and have caused to be filed a joint application praying that the said settlement arrived at by and between them to be made the order of the Court.

4. A copy of the said settlement agreement dated **06.07.2023** has been appended as **Annexure-A** to the joint application at page No. 34 of the PDF paper book. The application is duly supported by affidavits on behalf of the parties and is also signed by their respective counsels. In sum and substance, it has been agreed by and between the parties as follows:-

“AND WHEREAS with the intervention/efforts of the Ld. Mediator and Ld. Counsel of both the Parties alongwith the parties have agreed to resolve their dispute and differences, thereby settling the issue involved pertaining to the custody and visitation rights of the minor children named above and the



terms of this Settlement Agreement are as follows:

1. *The First Party shall have the exclusive custody of the minor children being the natural guardian and biological mother of the children. The First Party shall be exclusively entitled to take care of their education, wellbeing, day to day activities, health, entertainment etc. The First Party further undertakes to take all necessary steps to provide the special care to both children i.e. elder son master Yuvraj who is suffering from Autism disorder and the daughter suffering from ADHD.*
2. *The custody of the minor children will be handed over alongwith their personal belongings to First Party by Second and Third Parties on 06.07.2023 in the evening at her residence i.e. F-246, Vikas Puri, New Delhi – 110018.*
3. *It is agreed that the Second Party (grand-mother of the children) and Third Party alongwith Smt. Purnima, W/o Mr. Mandoza, permanent resident of USA, both are Aunts/Buas of the minor children, shall have visitation rights physically and / or through virtual mode.*
4. *It is agreed and undertaken by the First Party that she shall bring the minor children to a mutually agreed public place like a Mall, place of worship, restaurant, park etc., which should be approximately within 3 kilometers around her residence. The said meeting will be schedule for two hours for the Second Party (Daadi/grand-mother of the minor children) accompanied by an assisting relative to meet her minor grand-children on every Sunday from 4 pm to 6 pm.*
5. *It is agreed and undertaken by the First Party that she will allow both the Aunts/ Buas i.e. Third Party (Smt. Jyoti Rao and Smt. Purnima, to have physical meeting with the minor children, whenever they are in India at a public place like a Mall, place of worship, restaurant, park etc.*
6. *It is agreed and undertaken by the First Party that she will allow both Aunts/ Buas of the minor children to have video conference or telephonic call with the minor children on Saturday from 8 pm (IST) to 9 p.m. (IST).*
7. *It is agreed and undertaken by the First Party that she will inform the Second Party and Third Party regarding any change of her address, mobile number, email ID as well as about relocating to another city/state.*
8. *It is agreed and undertaken by the First Party that she will allow the Second Party and Third Party including Smt. Purnima to facilitate their love and affection to both children by sending gifts, toys, clothes etc. on their birthdays and on*



festivals.

9. *It is stated by the Second Party and Third Party that voluntarily out of love and affection towards the minor children, they will assist the First Party to pay the school fees of the minor children, which would be paid directly to the Educational Institution upon the admission of both minor children. It is further agreed by the First Party that she will not object to the participation of Second Party and Third Party in school PTM, school functions etc.*

10. *It is mutually agreed between the Parties to identify and finalize the school for the minor children within one month from the signing of the present Settlement Agreement.*

11. *It is agreed and undertaken by the First Party that she will inform the Second Party and the Third Party in the event of any medical exigencies to the minor children.*

12. *It is further agreed between the parties that in the event the First Party is unable to maintain the wellbeing of the minor children, the Second Party and the Third Party shall be at liberty to approach the Hon'ble Court seeking inter alia, custody of both the minor children.*

13. *It is agreed and undertaken by the First Party that she will, on her own, not visit the residence of her mother-in-law (Second Party) and she shall have no claim, right, title and interest towards any maintenance/alimony (past, present and future) from Second and Third Parties upon signing of this Settlement Agreement.*

14. *It is agreed and undertaken by the Parties that they shall withdraw all the pending litigations, complaints, cases etc. filed against each other, within a period of one month from signing of this Agreement.*

15. *It has been agreed between the Parties unequivocally that they shall not file any future litigation like case/complaint/proceedings against each other and their family members and relatives qua the present dispute. In case, any complaint or any proceedings are found to be pending before any court, forum and authority, the same shall be deemed to have been settled in terms of this agreement.*

16. *It has also been agreed between the parties that they will adhere to the terms and conditions of this Settlement Agreement and will do all the acts necessary for the expeditious compliance of the same and shall cooperate with each other and sign the relevant documents required for withdrawal of cases.*



17. *It has been agreed between the parties that they shall duly perform and abide by all the terms and conditions as contained in the present Settlement Agreement and in case of breach of any of the terms agreed upon envisaged hereinabove, the parties are liable to be punished under the provisions the Contempt of Courts Act, 1971.”*

5. It is relevant to observe that the present settlement agreement that is duly signed by the parties concerned, is also signed by the witnesses, who are close relatives of the parties.

6. The present settlement agreement is lawful and is hereby accepted and made the order of the Court. The parties are, therefore, directed to comply with their reciprocal obligations contained in the settlement agreement dated 06.07.2023 as elaborated hereinabove, without demur.

7. We also note that Smt. Promila, respondent No. 3 and Smt. Jyoti Rao, respondent No. 4 has handed over the documents alongwith the list of documents to learned counsel for the petitioner. For the sake of completeness, the list of documents is being reproduced hereinunder:-

1. Documents of the minor son Master Yuvraj

- (i) Original Passport of the minor son
- (ii) Original Aadhar Card of the minor son
- (iii) Original Birth Certificate of the minor son
- (iv) Original Disability Certificate of the minor son

2. Original documents of minor daughter Baby Krishna Raj

- (i) Original Aadhar Card of the minor daughter



(ii) Original Passport of the minor daughter

(iii) Original Birth Certificate of the minor daughter

3. Copy of death certificate of late Mr. Kuldeep Raj

8. With the above directions, the present Habeas Corpus petition is allowed in the agreed terms and conditions and disposed of.

9. The joint application instituted on behalf of the parties is also allowed accordingly.

10. No further relief is prayed for.

11. Before we part with the order, we herein also express our gratitude to Mr. Arun Verma, learned Senior Advocate, who assisted the parties with promptitude for enabling the parties in arriving at a settlement of a sensitive issue that formed the subject matter of the present proceedings.

12. A copy of the order be uploaded on the website of this Court.

**SIDDHARTH MRIDUL
(JUDGE)**

**GAURANG KANTH
(JUDGE)**

JULY 10, 2023

kd

[Click here to check corrigendum, if any](#)