

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

***FAO-4228-2022 (O&M)***  
***Date of Decision: 19.04.2024***

BHARAT ARORA

...Appellant

Versus

MEGHANN MALIK ARORA

...Respondent

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH  
HON'BLE MR. JUSTICE HARSH BUNGER**

Present : Mr. Gurmandeep Singh Sullar, Advocate  
for the appellant.

Mr. Amandeep Vashisth, Advocate  
for the respondent.

**HARSH BUNGER, J.**

**CM-6722-CII-2024** has been filed for converting the appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 and **CM-6759-CII-2024** has been filed to dissolve the marriage of the parties by way of mutual consent.

2. It is averred in the application that the marriage between the appellant (Bharat Arora) and respondent (Meghann Malik Arora) was solemnized on 14.11.2010 at New Delhi according to the Hindu rites and ceremonies and there is no child out of the said wedlock. The appellant (Bharat Arora) had filed a divorce petition under Section 13 of the Hindu Marriage Act, 1955 (in short 'the 1955 Act') before the Family Court at Gurugram, however, the said petition was dismissed vide order dated 02.08.2022.

3. In the afore-mentioned circumstances, the afore-said appeal (FAO-4228-2022) was filed before this Court.

4. It is stated in the application that during the pendency of the afore-said appeal, an amicable settlement has been arrived at between the parties and they have agreed to part ways and dissolve their marriage by way of mutual consent.

5. During the course of hearing of these applications, learned counsel for the parties have submitted that some of the terms and conditions of the settlement arrived at between the parties are still required to be complied with. The following terms and conditions have been arrived at between the parties :-

*“1. That it is agreed between the parties that after the first motion, all the cases/proceedings/complaints between the parties inter se stand withdrawn. That both the parties agree that they will file applications to withdraw/close the cases/proceedings/complaints filed against each other/each other’s family members (seeking liberty to revive the cases in the event of breach of the terms of this agreement), as mentioned hereinabove, at the earliest. All litigations/Disputes initiated by or at the behest of all parties shall be deemed to be withdrawn upon completion of the terms and conditions of this Agreement.*

*2. That it is agreed between the parties that the First Party shall pay a total sum of Rs.1,00,00,000/- (Rupees One Crore only) to the Second Party (hereinafter referred to as “settlement amount”) in full and final settlement of all the claims, past, present and future of the Second Party against the First Party, including any claim for permanent alimony, maintenance, Stridhan etc. in 2 (two) installments. All the installments shall be paid by way of Demand Draft.*

*3. That it is further admitted by the parties that out of the aforementioned settlement amount of*

*Rs.1,00,00,000/- (Rupees One Crore only), a sum of Rs.30,00,000/- (Rupees Thirty Lakh only) towards the 1st installment by way of Demand Draft bearing No.006426 dated 11.03.2024 has already been paid by the First Party to the Second Party on 13.03.2024.*

4. *That it is further agreed between the parties that both the parties shall file the Second Motion Petition for dissolution of marriage by mutual consent before the Hon'ble Punjab and Haryana High Court within the stipulated period of 6 months from filing the First Motion petition, as per law and further, a sum of Rs.70,00,000/- (Rupees Seventy Lakh only) towards the 2nd installment shall be paid by the First Party to the Second Party at the time of recording of statement for Second Motion divorce petition. Both the parties shall co-operate with each other in preparation of the petition for divorce by mutual consent, and also co-operate with each other for seeking waiver of the mandatory cooling off period of 6 (six) months.*

5. *That it is admitted by both the parties that the First Party and the Second Party jointly holds a bank account bearing account no.02610010034592 with Kotak Mahindra Bank, at its branch address Sewa Corporate Park, MG Road, Gurgaon (formerly at JMD Regent Square, MG Road) and the second party has already taken all the necessary steps to de-freeze the account as well as she removed her name from the said bank account and now the said bank account is solely in the name of the first party at the time of signing the present settlement. It is further admitted by both the parties that the second party has already withdrawn all her claims, rights and entitlements with regard to safety deposit locker connected to the aforesaid bank account and now the First party is free to operate the same in his individual capacity.*

6. *That it is admitted by both the parties that the Second Party also jointly holds a safety deposit locker with the First Party at the IndusInd Bank and second party has already withdrawn all her claims, rights and entitlements with regard to safety deposit locker connected to the aforesaid bank account and now the First party is free to operate the same in his individual capacity.*

7. *Upon receipt of above said settlement amount of Rs.1,00,00,000/- (Rupees One Crore only) as agreed between the parties, all disputes between the parties shall be deemed to be settled amicably.*

8. *In the event that either Party fails to honour any of his/her obligations under this Agreement, then the other (affected) Party shall, without prejudice to his/her legal rights and contentions, be entitled to initiate action for contempt of Court against the defaulting party before the Hon'ble High Court of Punjab and Haryana at Chandigarh.*

9. *Without prejudice to the above, in the event the Second Party fails to fulfill her obligations as contained in clauses 4 above, then the amount so paid by the First Party as 1st installment shall be refunded by the Second Party with a penalty of Rs.15 Lakhs (Rupees Fifteen Lakhs).*

10. *Both parties undertake that they will abide by and be bound by the agreed terms/stipulations of the Settlement Agreement and the same shall be treated as an undertaking to the Hon'ble Court.*

11. *Both parties agree that upon the receipt of the said settlement amount, both parties shall have no right, title, claims, stake or interest of any nature whatsoever, whether directly or indirectly, in any assets (whether moveable or immoveable) in which the other party has a right, title, claim, stake, interest or ownership*

*(including the other party's ancestral property(s) or property(s) of their respective parent(s)/family members), as well as those in which the other party acquires such right, title, claim, stake, interest or ownership in the future.*

*12. It is further agreed that both the parties shall respect the privacy of each other and their respective family members from now onwards.*

*13. The parties undertake not to file any case or complaint against each other or their respective family members at any time in future.*

*14. Upon receipt of above said amount of Rs.1,00,00,000/- (Rupees One Crore only) as agreed between the parties, all disputes between the parties shall be deemed to be settled amicably.*

*15. The parties state that all the terms have been settled between the parties of their own free will, volition and consent and there being no undue pressure, coercion, influence, misinterpretation or mistake (both of law and fact), in any form whatsoever.*

*16. The parties state that they have agreed on each and every term recorded in this settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof.*

*17. The parties agree that they shall appear before the Hon'ble Court during the physical/virtual (as the case may be), hearing to make their statements in terms of the present settlement agreement, if so required.*

6. In view of the afore-mentioned facts, learned counsel for the respondent submits that the present appeal (FAO-4228-2022) may be ordered to be disposed of in terms of the afore-said settlement with liberty to

the parties to move an appropriate application under Section 13-B of the 1955 Act before the Court of competent jurisdiction.

7. At this stage, learned counsel appearing for the appellant submits that he may also be granted liberty to revive the instant appeal, in case, the terms and conditions of the settlement are not complied with by the respondent-wife.

8. Learned counsel appearing for the respondent-wife has not raised any serious objection to the said course of action.

9. Keeping in view the afore-mentioned facts and circumstances, the present appeal (FAO-4228-2022) is ordered to be disposed of, in view of the settlement arrived at between the parties. The parties shall be at liberty to institute an appropriate petition under Section 13-B of the 1955 Act, before the Court of competent jurisdiction, seeking divorce by way of mutual consent. It is expected that the parties shall abide by the mutually settled terms and conditions and in case, the respondent-wife resiles from the afore-said settlement, then the appellant shall have liberty to revive this appeal.

10. The instant appeal (**FAO-4228-2022**) is disposed of in the afore-stated terms.

11. All pending application/s (if any) shall also stand closed.

**(SUDHIR SINGH)**  
**JUDGE**

**(HARSH BUNGER)**  
**JUDGE**

**April 19, 2024**  
gurpreet

|                            |        |
|----------------------------|--------|
| Whether speaking/reasoned: | Yes/No |
| Whether reportable:        | Yes/No |