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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 9623/2024 CRL.M.A. 36940/2024 CRL.M.A. 36941/2024**
RAJEEV KATYALPetitioner

Through: Mr. Satyam Dwivedi, Advocate.

versus

EKTA KATYALRespondent
Through: Ms. Shambhavi Kala, Advocate.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

% **ORDER**
09.12.2024

1. This petition has been filed for quashing and setting aside the entire proceedings before the MM (Mahila Court-02) Shahdara District, Karkardooma Courts, Delhi in CC No. 11943/2016 based on a settlement agreement dated 08th July, 2010 entered into the parties at the Mediation Centre, Karkardooma Courts.
2. The issue arises out of a matrimonial dispute between petitioner and respondent.
3. As per the settlement, it is contended that parties had agreed to part ways peacefully. However, it is submitted that the respondent wife resiled from the agreement. It is stated that, subsequently, proceedings were initiated by her under Section 125 Cr.P.C. and the Section 12 of PWDV Act. Even the agreement to obtain divorce by mutual consent did not fructify.



4. In proceedings under Section 12, PWDV Act, order dated 2nd April 2024 directed the petitioner to pay sum of Rs. 15,000/- per month to respondent/wife and Rs. 15,000/- per month to the minor daughter she attains the age of majority.
5. In the appeal filed against the said order, Appellate Court directed that, subject to payment of monthly interim maintenance of Rs. 15,000/- to the respondent/wife, operation of the impugned order *qua* payment of arrears to the wife shall remain stayed.
6. Essentially, the plea is that based on the settlement in 2010, the respondent/wife is not legally entitled to initiate proceedings for maintenance.
7. This Court has perused the settlement agreement. It was agreed that both the parties have decided to part ways by obtaining a divorce decree by mutual consent and there was also an agreement regarding the child's custody. It was additionally agreed that neither parties shall claim any article or compensation or maintenance against each other.
8. The agreement to file a divorce by mutual consent never fructified in the first place, for whatever reason this may have happened.
9. Considering that eventually there was no consent by both parties for divorce by mutual consent, each party was free to agitate the remedies available to them in accordance with law.
10. This Court also notes that the settlement is from 14 years ago, and various proceedings have since ensued between the parties, as noted above.
11. Nevertheless, the petition is disposed of with liberty to petitioner to raise all these issues before the Appellate Court, which will consider it in accordance with law. Pending applications are disposed of as infructuous.
12. Needless to say, parties are also at liberty to settle the matter, through



amicable resolution, and if required, approach the Delhi High Court Mediation and Conciliation Centre.

13. The rights and contentions of both the parties will remain open. This Court has not opined on the merits of the matter.

14. Order be uploaded on the website of this Court.

ANISH DAYAL, J

DECEMBER 9, 2024/RK/sc