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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.REV.P. 59/2021**

RUCHI

.....Petitioner

versus

STATE & ORS.

.....Respondents

With

CONT.CAS(C) 874/2021, CRL.REV.P. 795/2016, CRL.REV.P. 1158/2019, CRL.REV.P. 606/2022, CRL.REV.P. 616/2022 & CRL.REV.P. 1048/2023

For Petitioners: Petitioner in person.
Ms. Manika Tripathy (Amicus Curiae), Mr. Ashutosh Kaushik and Mr. Gautam Yadav, Advocates in Item No. 24.

For Respondents: Ms. Inderjeet Sidhu, Advocate (DHCLSC) with R-1 in person.
SI Lalit Kumar, P.S. Bindapur.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
21.02.2025

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1. The present connected cases arise out of contentious matrimonial disputes between the Petitioner – Ms. Ruchi and her husband – Mr. Rakesh Kumar. CRL.REV.P. 795/2016, CRL.REV.P. 1158/2019, CRL.REV.P. 606/2022, CRL.REV.P. 616/2022 & CRL.REV.P. 1048/2023 are proceedings arising from complaints and appeals preferred by the Petitioner under the provisions of the Protection of Women from Domestic Violence



Act, 2005¹. On the other hand, CRL.REV.P. 59/2021, pertains to an order passed in proceedings arising out of FIR No. 405/2012 under Sections 498A, 406 and 34 of the Indian Penal Code, 1860². Lastly, CONT.CAS(C) 874/2021 arises out of the alleged violation of the order dated 6th November, 2019, passed by this Court in CRL.REV.P. 1158/2019.

2. During the pendency of proceedings before this Court, the parties were referred to mediation where they have successfully resolved their disputes and executed a Settlement Agreement dated 17th February, 2025, which has been placed on record in the aforementioned cases arising out of the DV Act and applies to all cases. As per the terms of the Settlement Agreement, the parties have agreed to take steps for dissolution of their marriage by filing a petition under Section 13B of the Hindu Marriage Act, 1955. In this regard, the parties have also agreed to jointly file an application for waiver of the six months period, as per the judgment of the Supreme Court in *Amardeep Singh v. Harveen Kaur*³.

3. In terms of monetary settlement, Mr. Rakesh Kumar has agreed to pay a settlement amount to the Ms. Ruchi, details whereof are delineated in Clause 3 of the said Settlement Agreement. Further, Mr. Rakesh Kumar has also agreed to pay a balance amount towards settlement of all past, present and future maintenance claims, details whereof are delineated in Clause 6 of the Settlement Agreement.

4. Pertinently, the Court notes that under Clause 9 of the Settlement Agreement, the parties have agreed to seek withdrawal of their respective cases/complaints/petitions, within a period of 15 days after the dissolution of

¹ “DV Act”

² “IPC”



the marriage between the parties. Nonetheless, Ms. Ruchi, makes a request to the Court that rather than awaiting the decision for dissolution of the marriage, the present petitions be disposed of by granting her liberty for revival of the cases, if there is any breach of the Settlement Agreement dated 17th February, 2025.

5. Ms. Inderjeet Sidhu, counsel for Respondent No. 1, on instructions, is also agreeable to this proposition.

6. Further, it is noted that CRL.REV.P. 795/2016, CRL.REV.P. 1158/2019, CRL.REV.P. 606/2022, CRL.REV.P. 616/2022 & CRL.REV.P. 1048/2023 arise from interlocutory orders passed in proceedings under the DV Act. However, subsequent to filing of the said petitions, the proceedings under DV Act stood concluded by order of dismissal dated 28th March, 2024 whereby a cost of INR 25,000/- was imposed on the Petitioner. The Petitioner has since assailed the said order by filing an appeal being Crl. Appeal No. 1876/2024, before the Additional Sessions Judge, Dwarka Courts. The said appeal has been heard and is reserved for orders. Nevertheless, in this regard, the Settlement Agreement records the following terms and conditions:

“8. It is further agreed between the parties that cost of Rs. 25,000/- imposed by the Ld. MM on First Party, which has been challenged in Crl. Appeal No. 1876/2024 by the First Party, if not waived by the Ld. Court on the application of the Second Party, shall be paid by the Second Party.

9. It is further agreed between the parties that after the dissolution of the marriage between the First Party and the Second Party, both the parties will take steps by moving appropriate application for withdrawal of their respective cases/complaints/petitions within a period of 15 days.”

7. The Petitioner, Ms. Ruchi, states that as per the terms of the Settlement Agreement, she has to apply for withdrawal of the said appeal,

³ (2017) 8 SCC 746



however, since the order dated 28th March, 2024, assailed in the said appeal, imposes a cost of Rs. 25,000/- on her, she would not be able to seek a simpliciter withdrawal of the appeal unless the imposition of the cost is set aside.

8. Considering that there is an amicable settlement between the parties, it is directed that the cost imposed under order dated 28th March, 2024 shall stand waived. The Petitioner shall apply to the Appellate Court of ASJ for seeking withdrawal of the appeal citing the order passed by this Court today, which shall then be considered by the Appellate Court and appropriate orders, in the above terms, shall be passed.

9. It is also noted that as per the terms of the Settlement Agreement, the parties have agreed to apply to the Court for seeking quashing of the FIR No. 405/2012 mentioned above as well as NCR 31/2023, by way of consent petition. This step, the parties state will be undertaken once the divorce has been granted and the other terms of the agreement are implemented.

10. In light of the foregoing, the present petitions are disposed of as settled, in terms of the Settlement Agreement dated 17th February, 2025. The Petitioner as well as the Respondent, Mr. Rakesh Kumar - shall remain bound by the terms of the settlement. It is made clear that in the event there is any breach of the Settlement Agreement, the Petitioner shall be at liberty to apply for revival of the present proceedings.

11. Accordingly, the present petitions are disposed of along with pending application(s).

SANJEEV NARULA, J

FEBRUARY 21, 2025/nk