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

+ **W.P.(CRL) 1905/2025**

ROHIT GOYAT

.....Petitioner

Through: Mr. Shivam Sharma, Advocate.
versus

THE STATE OF NCT OF DELHI & ORS.Respondents

Through: Mr. Sanjay Lao, Standing Counsel
(CRL) with Ms. Priyam Agarwal,
Advocates.

Insp. Pramod, PS Begumpur.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN

SHANKAR

ORDER

25.07.2025

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1. This Court on 08.07.2025 had passed the following Order:

"1. The present writ petition under Article 226 of the Constitution of India has been filed by the Petitioner in the nature of Habeas Corpus for a direction to the Respondent/State to trace out the wife of the Petitioner, who according to the Petitioner was taken away by his in-laws. It is stated that the wife of the Petitioner is in illegal custody of her parents.

2. Material on record also discloses that the wife of the Petitioner has filed a petition under Section 12 of the Hindu Marriage Act, 1955 for judicial separation.

3. We have interacted with the Petitioner, Petitioner's wife and the Petitioner's father-in-law. The father-in-law of the Petitioner has told this Court that his only grievance is that the Petitioner is not earning. The Petitioner, on the other hand, states that he owns a dairy business and apart from that he is also working in a courier company.



4. *This Court of the opinion that differences between the Petitioner, his wife and his father-in-law are such that can be sorted out amicably. This Court is of the opinion that an attempt can be made to settle the differences between the Petitioner, his wife and his father-in-law amicably.*

5. *This Court requests Ms. Varuna Bhandari Gugnani, Mediator (Mobile No.9810400605) to make an attempt to sort out the differences between the parties amicably*

6. *The Parties are directed to approach the Mediator on 09.07.2025 at 04:00 PM.*

7. *Today, the Petitioner's wife is prepared to go with the Petitioner. The Petitioner is directed to bring his wife to the Delhi High Court Mediation and Conciliation Centre tomorrow for further proceedings and, thereafter, it is for the parties to take steps to amicably resolve their disputes between them.*

8. *The matter has been heard in part.*

9. *List before Court on 25.07.2025."*

2. By the efforts of the Ld. Mediator – Ms. Varuna Bhandari Gugnani, the Parties have come to an amicable settlement. The settlement as recorded by the Ld. Mediator reads as under:

“SETTLEMENT AGREEMENT

This Settlement Agreement/Memorandum of Understanding is made on 11th July 2025 and is executed at New Delhi.

BY AND BETWEEN

*Sh. Rohit Goyat aged 23 years, S/o Sh. Vinod Kumar,
R/o Fat No.02, Kh.No-987/11 Flat no. 20 Upper*



Ground Floor Sukhvir Nagar, Karala New Delhi, Delhi-110081, hereinafter referred as the First Party/Petitioner.

AND

Sh. Jaiprakash, aged 59 years, R/o C-70, Sukhbir Nagar, Karala, Karala North West Delhi, Delhi - 110081, hereinafter referred as the Second Party/Respondent No 2.

AND

Ms. Pratiksha, aged 19 years, daughter of SH. JAIPRAKASH, wife of Sh. Rohit Goyat hereinafter referred as the Third Party.

WHEREAS the marriage between the First Party and the Third Party daughter of the Second Party was solemnized on 05.07.2024 at Arya Samaj Mandir Trust (regd.) having its office at 20, CSC-5, DDA market, sector-14, Rohini , New Delhi - 110085 in accordance with Hindu rites and ceremonies.

WHEREAS the First Party and the Third Party resided at their parental house and met occasionally after their marriage.

WHEREAS the First Party filed a written complaint DD.No 15A dt. 27/02/2025 to the SHO Ps. Begumpur, stating that Third party has been forcefully taken by Second Party to their village.

WHEREAS the Second Party has filed a case against the First Party before the Court of Principal Judge Family Court Farrukhabad, UP under Sec. 12 of the HMA being Case No. 327/2025 which is listed on 21.07.2025.

WHEREAS the First Party has filed petition bearing



No. WP (CRL) 1905/2025 under Article 226 of The Constitution of India, under the Hon'ble Delhi High Court seeking issuance of Writ of Habeas Corpus or any other appropriate writ(s) so as to ensure production of the wife nameiy Ms. Pratiksha Third Party and to restore the custody of the wife of the petitioner.

WHEREAS vide order dated 08.07.2025, the Hon'ble Deihi High Court has appointed Ms. Varuna Bhandari Gugnani as a Mediator and referred the parties to Mediation to explore the possibility of an amicable settlement of disputes between them.

WHEREAS mediation sessions both jointly and single sessions were conducted by Ms. Varuna Bhandari Gugnani, Mediator, pursuant to the order dated 08.07.2025 on 11th July, 2025

The mediation sessions were conducted in respectful and cordial manner. After detailed discussions and active participation of all the parties, the following terms have been mutually agreed upon:

The mediation sessions were conducted in respectful and cordial manner. After detailed discussions and active participation of all the parties, the following terms have been mutually agreed upon:

1. It is agreed between the parties, that the Second Party and his family members shall have no objection to the First Party and the Third Party living together as husband and wife.

2. It is agreed between the parties, that the Second Party shall ensure that the Third Party is admitted to an institute to pursue the GNM Nursing Course (Regular Three-Year Course), preferably at Brahm Shakti Institute and Research Centre, Poothkalan, Rohini, Delhi, subject to the



availability of seats, or any other recognized institute in Delhi and the expenses in this regard shall be borne by the First Party.

3. It is agreed between the parties, that the First Party and Third Party shall inform the Second Party about the academic progress in the said Nursing Course every six months.

4. It is agreed between the parties, that the Third Party shall have complete freedom and autonomy to maintain personal, emotional, and social contact with the Second Party, including visiting, communicating, or meeting him at times and locations of her own choice. This right shall be exercised at her sole discretion, without any restriction or interference. The First Party expressly undertakes and agrees that he will not raise any objection, create any hindrance, or act in any manner that may obstruct or discourage such meetings or communication. The parties affirm that this provision is included to preserve mutual respect and the independent agency of the Third Party in her personal relationships.

5. It is agreed between the parties, that that the marriage was solemnized at Arya Samaj Mandir and no dowry was given at the time of Marriage. It is agreed that no complaints with regard to dowry will be filed against the First Party and his family members, by the Second and Third Party and their family members.

6. It is agreed between the parties that the First Party and the Third Party agree that they will not claim any right, share, or interest in any property, whether movable or immovable, belonging to the Second Party after this settlement agreement. It is further agreed that they will not raise any dispute with regard to the property whether movable or



immovable belonging to the Second Party.

7. It is agreed between the parties, that all the parties to this Agreement hereby agree and undertake to maintain peace, dignity, and respect for one another in all personal, social, and familial interactions. The parties shall refrain from engaging in any conduct, behavior, or communication that may lead to hostility, disharmony, or disruption of peaceful coexistence of the parties. The parties further agree to act in good faith and with mutual cooperation to uphold the spirit and objectives of this Agreement.

8. It is agreed between the parties, that the Second Party and his family members shall extend full cooperation and provide all necessary assistance to the First Party and Third Party in withdrawing the matter pending before the Court of Principal Judge, Family Court, Farrukhabad, U.P., under Section 12 of the Hindu Marriage Act, being Case No. 327/2025.”

3. This Court records its appreciation for the efforts taken by the Ld. Mediator – Ms. Varuna Bhandari Gugnani, who has ensured that the parties come to an amicable settlement and live peacefully.

4. The present petition is disposed of in terms of the aforesaid Settlement Agreement dated 11.07.2025 arrived at between the parties.

SUBRAMONIUM PRASAD, J

HARISH VAIDYANATHAN SHANKAR, J

JULY 25, 2025

S. Zakir