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

+ **MAT.APP.(F.C.) 169/2022**

ARJUN KAK

.....Appellant

Through: Mr. Prosenjeet Banerjee,
Ms.Nidhi Mohan Parashar,
Mr.Vikrant Kumarr and
Mr.Vikrant Kumar, Advocates

versus

MS. KATYAYINI ANGRE

.....Respondent

Through: Mr. Vikrant Singh Bais, Mr.
Lave Kumar Sharma, Ms.
Deepshikha, Ms. Rashmi
Bhardwaj and Ms. Garima
Goel, Advocates

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

03.09.2025

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1. Learned counsel for the parties are *ad idem* that in view of para 5 (iii) of the Order dated 29.08.2025 passed by Hon'ble Supreme Court in Criminal Appeal arising out of SLP (Criminal) 13685/2024, the present Appeal has been rendered infructuous.

2. The Order passed by the Hon'ble Supreme Court reads as under:

"1. Leave granted.

2. Pursuant to the observations made from time to time and upon an initiative taken by learned senior counsel/counsel for the parties, as well as learned Mediator, who submitted his report dated 05.02.2025, the parties have eventually resolved their dispute amicably. The agreed terms and conditions have been exchanged by them through e-mail. The salient features whereof are as follows:

"1. The Parties have agreed to settle all their claims, disputes and litigations, whatsoever, for a sum of



Rs.2,25,00,000/-. Upon payment, any claims past, present and future, in any manner whatsoever will stand closed between the parties.

2. Rs.2,25,00,000/- (Rupees Two Crores, Twenty-Five Lakhs) shall be paid in the following manner:

i. Rs. 1,00,00,000/- by or before 31.8.2025 to be paid by way of a bank transfer/DD in favour of Katyayini.

ii. Rs. 1,25,00,000/- by or before 30.11.2025 to be paid by way of a bank transfer/DD in favour of Katyayini.

3. Respondent No. 1 shall give a written undertaking to the Hon'ble Supreme Court of India that the above timelines for making payments shall not be violated, in failure whereof, he shall pay interest at the rate of 12 percent per annum on any outstanding amount. Respondent No. 1 shall file an affidavit of compliance once the payments are made.

4. Katyayini will retain gifts given by Arjun and family and Arjun will return all the gifts received by him and his family being - i. Engagement ring ii. Achkan buttons iii. 10 gram Ginni

5. This will be a full and final settlement, and no claims will be raised by any party in future. After the severance, parties shall not defame each other in any form whatsoever, including in social media.

6. All litigations to be quashed or withdrawn, including:

i. Divorce filed by the Petitioner bearing case No. 1384/2022 pending before the Family Court, Gwalior.

ii. Writ Appeal bearing No. 644/2022 filed by the Petitioner pending before High Court of Madhya Pradesh at Gwalior.

iii. MAT. APP. FC No. 169/2022 filed by the Respondent No. 1 pending before the Delhi High Court, next listed on 18.08.2025.

iv. FIR bearing No. 400/2019 dated 16.11.2019 before Police Station, University, Gwalior U/S 420, 466, 468, 470 and 120-B of IPC against the Petitioner and her family.

7. The above terms will be placed jointly before the Court on 14.08.2025.”

3. The petitioner-wife is present in Court, whereas respondent No.1 (husband) has joined the proceedings virtually. Both of them have verified that they have resolved their dispute amicably in terms of the settlement, which has been placed on record.

4. In deference to the settlement, the parties have agreed to file their respective affidavits during the course of the day. That affidavit will include the undertaking by respondent No.1 in terms of clause 3, as reproduced above.



5. Accordingly, in exercise of the power conferred upon us by Article 142 of the Constitution of India, we dissolve the marriage between the petitioner and respondent No.1. There shall be no relationship, matrimonial or otherwise, between them hitherto. Accordingly, the following cases/FIR are ordered to be disposed of/closed/quashed:

- i. Divorce filed by the Petitioner bearing case No. 1384/2022 pending before the Family Court, Gwalior.
- ii. Writ Appeal bearing No. 644/2022 filed by the Petitioner pending before High Court of Madhya Pradesh at Gwalior.
- iii. MAT. APP. FC No. 169/2022 filed by the Respondent No. 1 pending before the Delhi High Court, next listed on 18.08.2025.
- iv. FIR bearing No. 400/2019 dated 16.11.2019 before Police Station, University, Gwalior U/S 420, 466, 468, 470 and 120-B of IPC against the Petitioner and her family.”

6. FIR No. 73/2021 registered at P.S. Mahila Thana, District Gwalior, which was the subject matter of the impugned judgment before the High Court, and all the proceedings arising therefrom are also hereby closed/quashed in its entirety on the basis of settlement between the parties. Any other civil/criminal proceedings/ complaints/applications etc., if any, pending between the parties shall also be deemed to have been closed/quashed.

7. Respondent No.1, in compliance with the settlement, handed over a demand draft of Rs.1 crore (bearing No. 505586 dated 25/08/2025 issued by ICICI Bank) to the petitioner. In addition, he has also handed over a gift item in terms of clause 4 of the settlement, as reproduced above.

8. The appeal is accordingly disposed of, however, with liberty to the parties to seek revival, if need arises. In terms of clause 2, we hope that respondent No.1 will honour an undertaking regarding payment of the balance amount by 30.11.2025.

9. Pending application(s), if any, shall stand closed.”

3. In view of the aforesaid submissions of learned counsel for the parties, the present Appeal along with pending application(s), if any, is dismissed being infructuous.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 3, 2025/rk