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

+ **CS(OS) 159/2017 & I.A. 4257/2017**

**MR. VASUDEV PAHWA & ANR. ....Plaintiffs**

Through: Mr. Prabhjit Jauhar and Ms.  
Anupama, Advocates.

versus

**MS. SHWETA PAHWA .....Defendant**

Through: Mr. Rakesh Sinha, Mohd. Ghulam  
Akbar and Mr. Sushant Shekhar,  
Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**22.01.2025**

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**I.A. 1680/2025**

1. This application under Section 151 CPC has been filed on behalf of the Plaintiffs for withdrawal of the present suit being CS(OS) 159/2017 in terms of the Settlement Agreement dated 06.12.2024.
2. The relevant portion of Settlement Agreement dated 06.12.2024 arrived at between the parties is reproduced, which reads as under:-

***“5. Terms of Settlement:-***

*After discussions in cordial atmosphere during the mediation proceedings the parties have settled their disputes as under :-*

*(5.1) That the parties have agreed to dissolve their marriage by a decree of divorce by mutual consent under Section 13B (1) and (2) of the Act. Since the parties are residing separately for more than 7 years, the parties shall also file a petition for waiver of the 6 months statutory period and try to get the 6 months statutory period waived off.*

*(5.2) That the First Party undertakes to pay a total settlement amount of Rs.3,50,00,000/- (Rupees Three*



*Crores Fifty Lakhs only) to the Second party towards full and final settlement of all her claims towards permanent or interim maintenance, permanent and interim alimony, Istridhan, gifts, etc in the following manner:*

*i) A sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) by way of DD in the name of the Second Party shall be paid by the First Party to the Second Party at the time of recording of the statement of the parties in the first motion petition for divorce by mutual consent before the Ld. Family Court, Patiala House, New Delhi.*

*ii) A sum of Rs. 1.62.50.000/- (Rupees One Crore Sixty Two Lakhs Fifty Thousand only) by way of DD in the name of the Second Party shall be paid by the First Party to the Second Party at the time of recording of the statement of the parties in the second motion petition of divorce by way of mutual consent before the Ld. Family Court, Patiala House, New Delhi which shall be filed on or before 25.12.2024.*

*iii) After passing of the Decree of Divorce, the First Party shall pay a sum of Rs. 1.62.50.000/- (Rupees One Crore Sixty Two Lakhs Fifty Thousand only) by way of DD in the name of the Second Party shall be paid by the First Party to the Second Party at the time Of quashing of FIR No: 408/2017 dated 30.09.2017 under Section 498A IPC, P.S., Vasant Vihar before the Hon'ble High Court of Delhi on or before 25.01.2025.*

*5.3) That the parties agree that the First Party will have Permanent sole Custody and Legal Guardianship of the minor daughter, Saisha Pahwa and the son of the parties has already attained majority. The Second Party undertakes that she will not exercise any visitation/temporary custody qua the minor daughter and the Second Party further undertakes that she shall not file any Petitions/Complaints/Suits or any other*



*petition under the provisions of the Guardians and Wards Act, 1890 or under the Hindu Marriage Act, 1955 or Hindu Adoption and Maintenance Act, 1956 or under any other statute/law seeking custody and Guardianship of the minor daughter, Saisha Pahwa or seek any visitation rights qua the minor daughter, Saisha Pahwa.*

***(5.4) That the Parties agrees to withdraw the cases mentioned at serial No. (c), (d) and (e) mentioned above at the time of recording of statement in the First Motion Petition. The Parties further undertake to withdraw the cases mentioned in (a), (f), (g) & (h) within 7 working days of the First Motion Petition being allowed by the Learned Family Court, Patiala House, New Delhi. Second Party also undertakes to withdraw any other complaint or case which she may have filed but is not mentioned in the present Settlement Agreement.***

*(5.5) It is agreed between the parties that the First Party shall file a petition seeking quashing of FIR No. 408/2017 dated 30:09.2017 under Section 498A IPC, P.S., Vaunt Vihar before the Hon'ble High Court of Delhi which petition shall be filed within ten working days from the date of grant of Decree of Divorce by way of mutual consent in terms of the present Settlement Agreement, Subject to the First Party undertaking to abide by the terms of the present Agreement in the First and Second Motion, the Second Party shall give a No Objection by giving a supporting affidavit for quashing of the aforementioned FIR by the Hon'ble High Court of Delhi. The Second Party duly undertakes if the second party refuses to give No Objection for quashing of the FIR, then the First Party shall have the right to move for quashing and get the same quashed from Hon'ble Court.*

*(5.6) That it is also agreed between the parties that pursuant to the receipt of the aforesaid amount of Rs.*



*3,50,00,000/- (Rupees Three Crore Fifty Lacs only) all the claims of the Second Party qua the First Party and his relatives with respect to permanent alimony, maintenance, residence rights in properties of the First Party and his relatives stands completely satisfied and extinguished in Law.*

*(5.7) That both the parties shall cooperate and sign all necessary documents for the purposes of obtaining divorce by mutual consent and render all assistance for the expeditious disposal of the same and shall undertake to appear before the Family Court, Patiala House for recording of their statements for the purposes of obtaining divorce by mutual consent. Both the parties shall not withdraw their consent for recording of statement under Section 13 (B)(I) and 13(B)(II) of the Hindu Marriage Act. 1955.*

*(5.8) That both the parties undertake not to withdraw their consent for filing of the First Motion and the Second Motion of Divorce subject to both the parties complying with the terms of the present Agreement in letter and spirit*

*(5.9) That subject to the fulfillment of the terms of the present Agreement, both the parties agree that they have settled their respective claims qua each other and pursuant to the signing of the present Agreement and fulfillment of terms hereof, they shall not raise any claim against each other or their respective family members, relatives, etc. in future.*

*(5.10) That it is also agreed that if the First Party does not appear or come forward to file the Second Motion or withdraws his consent then the same, would be considered a breach of the present Agreement and the Second Party shall be entitled to retain the amounts so paid by the First Party in terms of the present Agreement. The Second Party shall also be entitled to claim the balance amount in accordance with law.*



*Similarly, if the Second Party does not appear or come forward to file the Second Motion or withdraws her consent for the same or does not give her No Objection for quashing of FIR No. 139/2018 before the Hon'ble High Court of Delhi, in such an eventuality, she shall be liable to return the amounts so paid by the First Party to her to the First Party alongwith interest @ 24% per annum. Needless to say, in case of breach of the terms of the present Agreement by any party, the aggrieved party shall be free to avail all the remedies available to him/her under Civil as well as Criminal Law including but not limited to filing cases under Contempt of Courts Act. Apart from the above, the parties shall also be free to revive their respective cases from the stage where they were at the time of signing and execution of the present Agreement, in case either of the party does not adhere to comply with the terms of the present Agreement.*

*(5.11) That the Second Party undertakes that she shall also not have any right nor shall she claim any right title and interest of whatsoever nature in the properties both the movable and immovable of the First Party or his relatives and vice-versa, the First Party shall not have any right, title and interest qua the movable and immovable properties of Second Party or her relatives. That both the parties shall not claim any right on the assets both movable and immovable of opposite parties and/or their respective relatives/parents etc. and will not be responsible for any financial liability or any other liability incurred after the date of this agreement.*

*(5.12) That both the parties shall undertake in the Court to abide by all the terms and conditions as incorporated in the present Settlement Agreement.*

*(5.13) That both the parties to this deed further agree not to file any other criminal or complaint against each other or each other's family members within the jurisdiction in India, or abroad and the cases if any*



*lodged by the parties shall stand withdrawn subject to the fulfillment of all the terms of the present Agreement.*

*(5.14) That pursuant to the signing of the present Agreement and subject to the fulfillment of all terms hereof, the First Party and Second Party agree that they will not interfere in the life of each other in any manner and their respective family members and they shall not be answerable to each other and shall lead their independent lives without any restriction or interference.*

*(5.15) That subject to the fulfillment of all the terms of the present Agreement, the allegations made by both the parties against each other in various litigations shall be unequivocally withdrawn. The parties have also agreed that both the parties shall refrain from leveling allegations or passing defamatory remarks against each other either in public or in any media print or television, nor shall circulate any videos, whatsapp messages, emails or pictures of any of the parties to the public or society at large.*

*(5.16) That the parties hereinabove have taken a decision to break their matrimonial ties for having peace of mind and in order to end all the temperamental differences which have arisen between the parties.*

*(5.17) That both the parties have executed this agreement/ settlement without perpetration of any force, undue influence or coercion from any quarter and both the parties shall be estopped in law to assail the validity of any clause/ term of the agreement.*

*(5.18) That both the parties to the present agreement undertake that they shall duly perform and abide by all the terms and conditions as contained in the present agreement and in case of breach of any of the terms*



*and conditions as envisaged hereinabove, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971.*

**6. *Withdrawal:***

*On account of the present settlement the Parties agrees to withdraw the cases mentioned at Serial No. (c), (d) and (e) mentioned above at the time of recording of statement in the First Motion Petition. The Parties further undertake to withdraw the cases mentioned in (a), (f), (g) & (h) within 7 working days of the First Motion Petition being allowed by the Learned Family Court, Patiala House, New Delhi. Second Party also undertakes to withdraw any other complaint or case which she may have filed but is not mentioned in the present Settlement Agreement. Further, the First Party shall file a petition seeking quashing of FIR No. 408/2017 dated 30.09.2017 under Section 498A IPC, P.S., Vasant Vihar before the Hon'ble High Court of Delhi which petition shall be filed within ten working days from the date of grant of Decree of Divorce.*

**7. *No pending Case:***

*That there is no other case, suit or any other litigation, except mentioned above in the column of connected case, is pending between the parties and no other dues/claims are pending between the parties.*

**8. *Free consent of the parties:***

*That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms. The contents of the present settlement has been explained to the parties in the vernacular language.*



**9. Breach:**

*That the parties understand the breach of the terms of this settlement shall invite action as per law laid down by Hon'ble High Court of Delhi in Rajat Gupta vs. Rupali Gupta as well as the breach shall invite Contempt of Court against him/her/them by the opposite side.”*

(emphasis supplied)

3. It is stated by learned Counsel for the Plaintiffs that in terms of the Settlement Agreement dated 06.12.2024, the present suit being CS(OS) 159/2017 has to be withdrawn. He further prays to withdraw the instant suit in terms of the said Settlement Agreement arrived at between the parties.
4. Permission, as sought for, is granted.
5. Accordingly, the instant suit being CS(OS) 159/2017 is disposed of as withdrawn along with pending application(s), if any.
6. The application is disposed of.

**SUBRAMONIUM PRASAD, J**

**JANUARY 22, 2025**

**RJ**