

**IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPEAL NO. 88 OF 2020

**YASHESHKUMAR RAMANLAL PARIKH AND APPELLANTS
OTHERS**

VERSUS

THE STATE OF GUJARAT AND ANOTHER RESPONDENTS

WITH

**CRIMINAL APPEAL NO. OF 2023
(@ SPECIAL LEAVE PETITION (CRIMINAL) NO. 3801 OF 2022)**

O R D E R

Leave granted in SLP(Criminal) No. 3801/2022.

The parties were referred to the Supreme Court Mediation Centre by our order dated 11.11.2022.

The parties have reached a settlement before the Supreme Court Mediation Centre on 24.01.2023. The inter se settlement agreement is recorded as follows:

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Mr. Hiren Parikh-husband of Respondent No. 2 R/o B-301, Luvkush Apartment, Visnagar, Gujarat and Respondent No.2- (wife) Dhara Hiren Parikh D/o. Shri Sunil Shah, R/o. H-7, Shivani

Apartment, Behind Sahajanand College, Ambawadi, Ahmedabad, Gujarat.

That the where about of the husband of Respondent No. 2 was not known to the wife, therefore, Mr. Hiren Parikh/husband could not be impleaded party in this case, however this Hon'ble Court vide its Order dated 11.11.2022 directed Respondent No.2-wife and Mr. Hiren Parikh-husband to approach the Supreme Court Mediation Centre with a view to explore the possibility of amicable settlement if, any, and Mediation Centre appointed Mr. Gopal Prasad, Mediator in the matter. Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective counsels on 04.12.2022, 03.01.2023 and today i.e on 24.01.2023. Accordingly, the present settlement deed is executed between Respondent No.2-wife and Mr. Hiren Parikh-husband.

The brief facts of the case are that the marriage between the Mr. Hiren Parikh-husband and Respondent No.2-wife was solemnized as per Hindu rites and customs on 08.12.2008 at Ahmedabad, Gujarat. Both parties resided together as husband and wife till August, 2009 and thereafter irretrievable disputes and differences had arisen between the parties. Out of this matrimonial wedlock one male child, namely Dhruv Parikh, was born on 10.03.2010.

1. The following cases are pending between the parties

(I) Domestic Violence Complaint Case No. 2200477 (477) of 2014 pending before

Metropolitan Magistrate, Ahmedabad Court, Gujarat.

(II) Civil Misc. Application No. 1 of 2023 for child custody pending before 2nd Additional District Judge of Mehsana, Shri S.L. Thakkar at Visnagar, Gujarat.

(III) Cr. M.A. No. J/1946 of 2022 under Section 127 of Cr.P.C. pending in Family Court, City Civil Court at Ahmedabad, Gujarat.

(IV) Crl. Misc. Application No. 23726 of 2015 under Section 498-A IPC pending before Gujarat High Court.

(V) Crl. Revision Application No. 225 of 2018 for maintenance pending before Gujarat High Court.

(VI) FIR No. 101 of 2015 under Sections 498-A, 323, 294(B), 506(1) and 114 of IPC and Section 3 and 7 of Dowry Prohibition Act dated 08.07.2015 lodged at P.S. Visnagar, District Mehsana, Gujarat filed by the Dhara Hiren Parikh against husband and his family members.

2. That both the parties with the involvement of the Counsels, well wisher and mediator has agreed for an amicable terms of settlement on the following terms and conditions:-

(A) The Hiren Parikh - husband will pay a sum of Rs. 55,25,000/- (Rupees Fifty Five Lakhs Twenty Five Thousand Only) to the Respondent No.2-wife as full and final settlement amount/permanent alimony past, present and future. The said payment will be made by the Hiren Parikh-husband to the Respondent No.2-wife Dhara Parikh as per following schedule:-

Amount	Date of payment
Rs. 5,25,000/-	On or before 27.01.2023
Rs. 10,00,000/-	on or before 27.02.2023
Rs. 10,00,000/-	On or before 27.03.2023
Rs. 10,00,000/-	On or before 27.04.2023
Rs. 10,00,000/-	On or before 27.05.2023
Rs. 10,00,000/-	On or before 27.06.2023

The said transfer of amount will be made directly to the Account of Respondent No.2-wife on or before the above due dates.

3. It is also agreed between the parties that Hiren Parikh husband will have visitation right to his son Dhruv Parikh in once in a month. The Mr. Hiren Parikh - father will have liberty to take the child out for a maximum 6 hours between 9 am to 9 pm on any weekend and during this period he can entertain the child, can have food together etc. The mother will handover the child at any common place near to her house. The father will not use force while visitation right however the mother will also genuinely make an effort to motivate the child for the said visitation right. The father will have also right of telephone call or video conferencing with the child once in a week at 7 P.M. to 8 p.m on prior intimation to the Respondent No.2-wife. It is agreed between the parties that after one year the father will have liberty to have visitation right twice a month and he can also take the child for a total of 10 days in a year at his place during

summer or any other vacation subject to the wish of the child who is at present around 12 years. Moreover, the Father-Hiren Parikh shall be allowed to attend one parents teacher meeting conducted by the school every year and attend any sports or felicitation or other function at his school. Further, the Father-Hiren Parikh shall be allowed to send gifts etc. to the child. Further, in case of hospitalization of the child, the Father-Hiren Parikh shall be allowed to meet the child in addition to the visitation period mentioned above. The mother will inform the father about the name and address of the school as well as the date of parents-teachers meeting and hospitalization of the child, if any.

4. That both the parties herein agree that they shall jointly pray to this Hon'ble Court to exercise its power under Article 142 of the Constitution of India for grant Decree of Divorce by mutual consent, quashing and withdrawal of all Criminal and civil cases pending between the parties and their relatives as per list of cases mentioned at para - 1 .

5. That in case this Hon'ble Court is not inclined to pass a decree of divorce by mutual consent under Article 142 of the Constitution of India, then both the Parties have agreed to file Mutual Divorce Petition before the Ld. Family Court at Ahmedabad, Gujarat, within four weeks from the date of accepting the Settlement Agreement and disposing of the present Petitions. Both the parties undertake to be

present before the appropriate Court for filing and for the recording of the statements in the mutual consent divorce petition.

6. Further both the parties within said four weeks from the date of accepting of the settlement agreement by this Hon'ble Court will approach the concerned courts to withdraw/quash the respective civil and criminal cases filed against each other. Both the parties will cooperate each other for withdrawal/quashing of the said cases as per the list mentioned in para - 1.

7. That both the parties have agreed that they will maintain complete peace and harmony between them and will co-operate with each other in implementing in terms of Settlement.

8. That the parties have agreed for the condition that, none of them will initiate any other and/or further legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute.

9. By signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other or family members of any nature including maintenance, jewelries and/or any other movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

10. That both the parties agreed that from the

day of signing of this Settlement Agreement all the terms are binding on them. Any party who denies/frustrates the above mentioned Settlement Agreement will be liable for legal action. Subject to anything contrary contained herein, the parties will be at liberty and have right to prosecute each other as per law.

11. The parties undertake to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.

The husband-Hiren Parikh and Respondent no.2-wife are present in Court today. As per the settlement agreement the husband has brought demand drafts for a total sum of Rs.50,00,000/-, drawn in favour of the wife, in full and final settlement of all claims. The demand drafts are handed over to the wife.

In view of the settlement, the appeals are disposed of to the following effect:

1. All cases, Civil, Criminal and otherwise between the parties and their relatives shall stand closed on the basis of the aforesaid settlement agreement.

2. The marriage solemnized between the husband-Hiren Parikh and respondent no.2-wife on 08.12.2008 shall stand dissolved by a decree of divorce by mutual consent by this Court in exercise of power conferred under Article 142 of the

Constitution of India.

3. The look out notice issued by the State against the husband-Hiren Parikh shall also stand quashed.

Since the parties have settled their dispute, there is no impediment for both the parties to go anywhere they want.

Pending application(s), if any, shall stand disposed of.

.....J.
(V. RAMASUBRAMANIAN)

.....J.
(PANKAJ MITHAL)

NEW DELHI;
MARCH 24, 2023.
PS

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGSCRIMINAL APPEAL NO. 88/2020

YASHESHKUMAR RAMANLAL PARIKH AND OTHERS

APPELLANT(S)

VERSUS

THE STATE OF GUJARAT AND ANOTHER

RESPONDENT(S)

(MEDIATION REPORT RECEIVED.)

IA No. 129040/2022 - APPLICATION FOR PERMISSION

IA No. 93803/2021 - CLARIFICATION/DIRECTION

IA No. 10276/2016 - EXEMPTION FROM FILING O.T.)

WITH

SLP(Crl) No. 3801/2022 (II-B)

(IA No. 142373/2021 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 24-03-2023 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE V. RAMASUBRAMANIAN

HON'BLE MR. JUSTICE PANKAJ MITHAL

For Appellant(s)

Mr. Nishant Rao, Adv.
Ms. Aastha Mehta, Adv.
Mr. Sachin Vasavada, Adv.
Ms. Vishakha, Adv.
Ms. Prerana, Adv.
Mr. Atul Kumar, AORMs. Maheravish Rein, Adv.
Mr. Aldanish Rein, AOR
Ms. Shamshravish Rein, Adv.

For Respondent(s)

Mr. Deepak Nargolkar, Sr. Adv.
Mr. Dipesh Sinha, AOR
Mr. Prateek Kumar, Adv.
Mr. Harshesh Kakkad, Adv.
Mr. Ravindra Vikram, Adv.
Mr. Neelesh Singh Rao, Adv.

Ms. Maheravish Rein, Adv.
Mr. Aldanish Rein, AOR
Ms. Shamshravish Rein, Adv.

Mr. Rajat Nair, Adv.
Ms. Swati Ghildiyal, AOR
Ms. Devyani Bhatt, Adv.

Mr. Nishant Rao, Adv.
Ms. Aastha Mehta, Adv.
Mr. Sachin Vasavada, Adv.
Ms. Prerana, Adv.
Mr. Atul Kumar, AOR

UPON hearing the counsel the Court made the following
O R D E R

Leave granted in SLP(Criminal) No. 3801/2022.

The appeals are disposed of in terms of the signed order.

Pending application(s), if any, shall stand disposed of.

(POOJA SHARMA)
COURT MASTER (SH)

(RENU BALA GAMBHIR)
COURT MASTER (NSH)

(Signed order is placed on the file.)