

ITEM NO.32

COURT NO.2

SECTION II-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Crl.) No(s).4766/2019

(Arising out of impugned final judgment and order dated 29-04-2019 in CRMM No.35337/2016 passed by the High Court of Punjab & Haryana at Chandigarh)

VISHAL MITTAL & ORS.

Petitioner(s)

VERSUS

THE STATE OF HARYANA & ANR.

Respondent(s)

IA No. 81283/2019 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

IA No. 81284/2019 - EXEMPTION FROM FILING O.T.

Date : 22-11-2019 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE N.V. RAMANA

HON'BLE MR. JUSTICE V. RAMASUBRAMANIAN

For Petitioner(s) Mr. Pardep Gupta, Adv.
Mr. Parinav Gupta, Adv.
Mrs. Mansi Gupta, Adv.
Mr. Moazzam Ali, Adv.
Dr. (Mrs.) Vipin Gupta, AOR

For Respondent(s) Mr. Shish Pal Laler, Adv.
For R.No.2 Mr. Sonit Sinhmar, Adv.
Mr. Ravi Panwar, AOR

For R.No.1 Mr. Bhanwar Pal Singh Jadon, Adv.
Mr. Manish Kumar, Adv.
Mr. Umesh Gupta, Adv.

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

Aggrieved by the refusal of the High Court to interfere with an order passed by the Sessions Court on a revision at the instance of the *de-facto* complainant, reversing the decision of the trial Court dismissing an application under Section 319 of the Code of Criminal Procedure, two sisters and a brother in law of the second respondent have come up

with the above special leave petition.

The second respondent got married on 22.11.2009 to one Sourabh Gupta. The petitioners 2 and 3 *herein* are the sisters of the said Sourabh Gupta. The petitioner No.1 *herein* is the husband of petitioner No.2. The marriage went into rough weather within a couple of years and a criminal complaint in FIR No.137 of 2012 was lodged by the second respondent *herein* on 30-06-2012 for alleged offences under Sections 406, 498-A and 306 of the Indian Penal Code.

In the complaint filed by the second respondent, she named her husband Sourabh Gupta, her parents in law as well as two sisters and one brother in law of Sourabh Gupta. After investigation the police filed a final report on 14.08.2012, implicating the husband and parents in law of the second respondent *herein* but found no material against the two sisters and brother-in-law of Sourabh Gupta (*the petitioners herein*).

Not satisfied with the final report filed by the police giving a clean chit to the petitioners *herein*, the second respondent moved an application under Section 319 Cr.P.C before the trial court. The Additional Chief Judicial Magistrate, Ambala dismissed the said application on 24.02.2016.

Therefore, the second respondent filed a revision in Criminal Revision No.59 of 2016 on the file of the Additional Sessions Judge, Ambala. The revision was allowed by an order dated 7.06.2016 and the matter was remanded back to the trial Court for deciding the application afresh.

Challenging the order of the Sessions Court, the petitioners filed an application under Section 482 of the Code before the High Court of Punjab and Haryana. The High Court dismissed the said petition by an order dated 29.04.2019, forcing the petitioners to come up with the present special leave petition.

On 2.07.2019 when the petition came up for hearing, the

learned Counsel appearing on both sides agreed to explore the possibility of a settlement. Therefore, the matter was referred to the Supreme Court Mediation Centre. The parties have now reached the settlement agreement dated 16.10.2019. The agreement reads as follows:

"SETTLEMENT AGREEMENT

The marriage between the parties (Mr. Sourabh Gupta and Ms. Meenu Mittal) was solemnized as per Hindu rites and customs on 22.11.2009 at Yamuna Nagar, Haryana and a daughter Anvi has been born out of this wedlock. The disputes and differences arose between the parties and since then the Respondent/Wife has been staying with her parents at Ambala, Haryana.

That the present issue arises from a matrimonial dispute and the petitioners in the SLP who happen to be relatives have also participated in the settlement proceedings. This Settlement Agreement is entered into between Mr. Sourabh Gupta (Husband), Mr. Vishal Mittal, Brother-in-law of Mr. Sourabh Gupta, Mrs. Rajni Mittal, Sister, Mrs. Indu Bansal, Sister Mr. Suresh Pal (Petitioners) and Ms. Meenu Mittal (Wife), Respondent No.2.

This matter was referred to mediation by the Hon'ble Court vide Order dated 02.07.2019.

Mediation sessions, both joint and private were held with the parties on 03.07.2019, 26.07.2019, 02.09.2019, 30.09.2019, 14.10.2019 and today i.e.16.10.2019.

The parties have voluntarily and with their consent arrived at an amicable settlement through the process of mediation on the terms set out hereunder:

1. Both the parties hereto confirm and declare that they have, voluntarily and of their own free will, have decided not to live together as husband and wife and have arrived at this Settlement in the presence of the Mediator. Both the parties have decided to part ways and dissolve their marriage solemnized on 22.11.2009 by filing petition under Section 13(B) (1) H.M.A before the Ld. Family Court, Ambala, Haryana seeking divorce through mutual consent at Family Court, Ambala within one week of deposit and intimation of Settlement amount.
2. That now the parties have compromised the matter with the aid and advice of the mediator and terms of compromise are as under :-

A) That matter has been settled between Husband-Sourabh Gupta and wife-Meenu Mittal and it has been agreed that husband will pay total Rs.60,00,000/- (Rupees Sixty Lacs only) to the wife for herself and for their minor child Anvi. The amount of Rs.60,00,000/- will be full and final payment and it will include all the rights of the wife and their minor child Anvi. After receipt of this amount of Rs.60,00,000/- neither the wife nor the daughter Anvi will be left with any kind of claim from the husband/father.

B) That aforesaid amount of Rs.60,00,000/- has been further bifurcated:

- a) Rs.40,00,000/- (Rupees Forty Lacs only) would be paid to the wife and
- b) Rs.20,00,000/- (Rupees Twenty Lacs only) for the child.

It will be the responsibility of the wife alone to take care of the child out of the aforesaid Rs.60,00,000/- (Rupees Sixty Lacs only) being paid to her.

C) That the husband gives up his visitation rights and will have no right even to see and meet the only daughter Anvi in future. Wife-Meenu Mittal alone will be responsible for the education, maintenance, marriage and other miscellaneous expenses of the daughter Anvi. Daughter Anvi will be in absolute custody of her mother and her sole guardian.

D) That neither wife Meenu Mittal nor the daughter Anvi will have any right in any kind of property (movable and immovable) of the husband/father or his parents/ grandparents which also includes ancestral property.

E) That a post dated cheque dated 18.10.2019 of Rs.5,00,000/- (Rupees Five Lacs only) bearing no.000128, HDFC Bank, Pune, Maharashtra is handed over to the wife on 14.10.2019 during mediation session and remaining amount will be paid within one month from today in two drafts one of Rs.20,00,000/- payable to daughter Anvi through her mother and guardian Meenu Mittal and another draft of Rs.35,00,000/- payable to wife Meenu Mittal. Both the above-said drafts will be deposited with the Registrar of Supreme Court of India on or before 14.11.2019 and the Registrar is requested to transfer the said amount of

Rs.20,00,000/- in the name of daughter Anvi through her mother Meenu Mittal being guardian. Further also an amount of Rs.35,00,000/- to wife - Meenu Mittal as her final settlement amount. The aforesaid amount be released by the Hon'ble Supreme Court of India after the disposal or quashing of the following cases pending in the courts given below and after the divorce decree is passed:-

a) Dowry case - FIR No.137 dated 30.06.2012 titled "State vs. Sourabh" under Sections 498A/406/506 IPC pending before the Court of Ld. Vivek Yadav, Chief Judicial Magistrate, Senior Division, Ambala District Court, Haryana.

b) Divorce Case - HMA/452/2017 titled as "Sourabh Gupta vs. Meenu Gupta" under Section 13 pending before the Court Principal Judge, Family Court, Ambala District Court, Haryana.

c) Custody Case: GW/19/2019 titled as "Sourabh Gupta vs. Meenu Mittal" under section 8 pending in the Court of Principal Judge, Family Court, Ambala District Court, Haryana.

d) Contempt of Court: CRA/62/2019 titled as "Meenu Mittal vs. Sourabh Gupta" pending in the Court of Ld. Additional District and Sessions Judge, Ambala, Haryana.

e) Maintenance Execution Petition under Section 125 by Meenu Mittal: Exe/1062/2019 and Exe/778/2019 titled "Meenu Mittal vs. Sourabh Gupta" pending in the Court of Principal Judge, Family Court, Ambala District Court, Haryana.

f) Maintenance: MNT 125/171/2017 titled "Meenu Mittal vs. Sourabh Gupta" pending in the Court of Principal Judge, Family Court, Ambala District Court, Haryana.

F) Meenu Mittal will not claim any maintenance in any outstanding previous executions filed in District/Family Court in Ambala from today in lieu of this Settlement agreed between the parties.

G) That husband-Sourabh Gupta will have no objection if fathers name (i.e.Sourabh Gupta is deleted from the column of father in the testimonials of the minor daughter Anvi).

H) That the above said balance amount of

Rs.55,00,000/- (Rupees Fifty Five Lacs only) (Rs.20,00,000/- + Rs.35,00,000/-) will be deposited before the Registrar, Supreme Court of India on or before 14.11.2019 which is to be handed over to wife - Meenu Mittal and minor daughter Anvi through her mother Meenu Mittal being guardian.

That the amount of Rs.55,00,000/- be released to wife Meenu Mittal and minor daughter Anvi after withdrawal of all the cases listed above in para E(a to f) and after the divorce decree is passed.

I) It is further agreed between the wife-Meenu Mittal and husband - Sourabh Gupta if any, party violates this agreement then that party will be liable for payment of Rs.10,00,000/- (Rupees Ten Lacs only) to the other party through deposit in the Supreme Court of India to be payable to the party who abides by the agreement within one month from the date of default.

3. That after disposal of the aforesaid all cases, all the parties have agreed not to file any case Civil or Criminal against each other.

4. That present agreement is being executed with the understanding that all the FIR's against husband/his parents/sisters/brother-in-law will be closed either by way of quashing by the Hon'ble Supreme Court of India or by quashing or closing by the other Courts. Husband also agrees to withdraw / quash the cases filed by him except divorce petition wherein wife will cooperate for decree of divorce.

5. That it is requested to the Registrar, Supreme Court of India to keep the amount deposited in fixed deposit to earn maximum interest payable to the wife-Meenu Mittal. That further the amount of Rs.20,00,000/- for the child Anvi be kept in a fixed deposit in a separate bank account in the name of daughter Anvi under the guardianship of her mother Meenu Mittal till she attains the age of 18 years. That mother being the guardian of the child Anvi will be free to withdraw the monthly interest on the amount of Rs.20,00,000/- deposited for the minor child for her welfare.

6. That during this one month no case against each will be pressed before any court except for withdrawal or quashing of the cases.

7. That the agreement has been reached by the parties without any pressure or fear of any kind and both the parties have entered into this agreement with their

free will and are liable to abide by it.

8. By signing this Agreement the parties hereto solemnly state and affirm that all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

9. The parties undertake to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived with their freewill and without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth. Both the parties agree and undertake that they have settled all their disputes and grievances amicably against each other and against their family members. Further they shall not file any proceedings, whether criminal or civil, against each other or their family members in any forum or stake any claim on the moveable or immovable, joint or ancestral, self acquired or HUF properties of the either party or their family.

10. That the parties have agreed that in case they default to do their part of obligation as agreed herein in the present settlement then in that case they shall be liable for contempt proceedings and the party in default, if any would return all the benefits so received in terms of the present settlement to the other party of this agreement. "

Pursuant to the settlement agreement, the counsel for the parties sought liberty to deposit an amount of Rs.55,00,000/- (Rupees Fifty five lacs only) with the Registry of this Court. Accordingly permission was granted and a sum of Rs.55,00,000/- has been deposited with the Registry on 14.11.2019, as seen from the office report.

A sum of Rs.5,00,000/- (Rupees Five lacs only) had already been paid in the form of a Cheque dated 18.10.2019 to the second respondent-wife and, thus, husband of the second respondent has fulfilled his fiscal obligations towards the second respondent as per the settlement agreement.

As seen from paragraph 2 (E) of the Settlement Agreement, there are six cases pending as between the second respondent and her husband and others. In view of the nature of the dispute involved in this special leave

petition, the husband of the second respondent has not been made a party to the special leave petition. But nevertheless he is made a party to the settlement agreement and he has fulfilled the financial obligations imposed upon him under the settlement agreement. Therefore the special leave petition is disposed of in terms of the settlement agreement extracted above. In particular -

- (i) The criminal complaint in FIR No.137 of 2012 filed by the second respondent against her husband and in-laws, shall stand quashed.
- (ii) The contempt application filed by the second respondent in CRA No.62/2019 now pending on the file of the Additional District and Sessions Judge, Ambala shall stand closed.
- (iii) The execution petitions filed by the second respondent under Section 125 Code of Criminal Procedure on the file of the Principal Judge, Family Court, Ambala shall stand closed, alongwith the petition for maintenance pending on the file of the same court.
- (iv) The child custody case in GW/19/2019 filed by the husband of the second respondent on the file of the Principal Judge, Family Court, Ambala shall stand dismissed and the second respondent shall have the custody of the minor child in terms of the provisions made in the settlement agreement.
- (v) Insofar as the petition for divorce filed by the husband of the second respondent in HMA No.452 of 2017, now pending on the file of the Principal Judge, Family Court, Ambala is concerned, the second respondent and her husband shall take appropriate steps in accordance with Clause (1) of the settlement agreement before the very same Court either by filing

a fresh petition or by taking appropriate steps in a manner known to law, so that the marriage is dissolved without any further acrimony.

- (vi) The second respondent is permitted to withdraw the amount of Rs.55,00,000/- deposited in the Registry on 14.11.2019.

The special leave petition is disposed of as above.

(SATISH KUMAR YADAV)
AR-CUM-PS

(RAJ RANI NEGI)
ASSISTANT REGISTRAR