

ITEM NO.4

COURT NO.2

SECTION II-A

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 (CrI.) No(s). 166/2020

(Arising out of impugned final judgment and order dated 13-09-2019 in CRLWP No. 459/2019 passed by the High Court Of Judicature At Bombay)

ARPAN AMARISH PARIKH & ORS.

Petitioner(s)

VERSUS

THE STATE OF MAHARASHTRA & ANR.

Respondent(s)

(MEDIATION REPORT RECEIVED.)

IA No. 129436/2021 - APPLICATION FOR PERMISSION

IA No. 74079/2021 - CLARIFICATION/DIRECTION

IA No. 129430/2021 - PASSING APPROPRIATE ORDER OR DECREE UNDER ARTICLE 142 OF THE CONSTITUTION)

Date : 21-10-2021 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE UDAY UMESH LALIT

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MS. JUSTICE BELA M. TRIVEDI

For Petitioner(s) Mr. Chander Shekhar Ashri, AOR

For Respondent(s) Mr. Samrat Shinde, Adv.
Mr. Rahul Chitnis, Adv.
Mr. Sachin Patil, AOR

Ms. Jaikriti S. Jadeja, AOR

Ms. Gunjan Mangla, Adv.

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

The present petition arises out of Criminal Writ Petition No. 459 of 2019 filed by the husband seeking quashing of C.C. No. 1248/PW/2016 arising out of C.R. No. 237 of 2015 registered with Gamdevi Police Station, Mumbai.

However, the parties having participated in the proceedings before the Supreme Court Mediation Center and having arrived at a settlement, consent terms along with mediation report dated 27.09.2021 have been placed on record.

Paragraph 1 of the settlement agreement refers to the following proceedings pending between the parties:

“(i) Criminal Complaint No.1248/PW/2016, State of Maharashtra vs Arpan Amarish Parikh & Ors, before the Metropolitan Magistrate 40th Court, Girgaon, Mumbai, on the basis of FIR bearing C.R.No.237 of November 29,2015 under Sections 498A,408,504,506 r/w S.34 I.P.C. The Others charged in this criminal complaint alongwith the petitioner Arpan Amrish, are: Mr Amrish Parikh, father of the petitioner, who in the Consent Terms between the parties, is "Confirming Party No.1", Mrs Mira Amrish Parikh, wife of Mr Amrish Parikh and mother of the petitioner, who in the Consent Terms is Confirming Party No.II, and Mrs Amisha Chirag Desai, the sister of the petitioner, who in the Consent Terms is Confirming Party No.III. In Criminal Writ Petition No. 459 of 2019, filed by the aforesaid Confirming Parties, the Bombay High court on September 13,2019, quashed the FIR C.R. No. 237 of 2015 against Mr Amrish Parikh, Confirming Party No. 1, but rejected the prayer of Confirming Parties II Mrs Mira Amrish Parikh and Confirming Party III, Mrs Amisha Chirag Desai, for the quashing of the FIR. Accordingly Confirming Party No.II, Mrs Mira Amrish Parikh and Confirming Party No. III, Mrs Amisha Chirag Desai filed SLP (CrI) No.166 of 2020, on which this Hon'ble Court referred the matter for mediation at the request of the parties concerned.

(ii) Petition E-258 of 2015 for maintenance under S.125 Cr.P.C.1976, before the Family Court, Bandra, Mumbai, Kanika Parikh Vs Arpan Parikh.

(iii) Interim Application No. 194 of 2015 in the aforesaid petition for maintenance, E-358, before the Family Court, Bandra, Mumbai Kanika Parikh Vs Arpan Amrish.

(iv) Petition of August 27, 2014, of the petitioner-husband, A728 of 2017, in the Family Court Bandra, Mumbai for the annulment of the marriage to the respondent.”

The agreed terms and conditions of the settlement are set out

in paragraph 3 as under:

"3.1. The parties agree to make a Joint request, praying before this Hon'ble Court for the annulment of their marriage and for cancellation of its registration, and appropriate orders on the pending cases as stated in Para 1 above, under Article 142 of the Constitution of India.

3.2. Upon the grant of this joint request the petitioner husband shall pay to the respondent wife a sum of Rupees Two crore sixty two lac only (Rs2.62 crore only) as full and final settlement of any and all her claims towards alimony, maintenance (past, present and future), belongings and any other claim whatsoever in courts of law or otherwise.

3.3. The petitioner - husband shall pay the aforementioned amount by a Demand Draft drawn in the name of the respondent -wife by ensuring the physical handing over of the Demand Draft to counsel for the respondent wife simultaneously with the passing of final orders by this Hon'ble Court granting the joint prayer in the joint application.

3.4. The respondent wife agrees that no right, title or any other interest shall henceforth be claimed by her in any of the properties, movable, immovable, Joint, ancestral, self acquired or HUF properties of the petitioner-husband or of the Confirming Parties I-III to the Consent Terms and no civil or criminal proceedings in this regard shall be initiated by the respondent wife.

3.5 That the petitioner and the respondent agree to pray before the Hon'ble Court jointly that pursuant to this settlement and in the interests of complete justice, the Criminal Complaint mentioned in Para 1(i) above may kindly be quashed and the pending litigation mentioned in Para 1 (ii),(iii) and (iv) above may be terminated and disposed of.

3.6. The petitioner husband and the Confirming Parties I-III to the Consent Terms declare and affirm that no proceedings by any or all of them are pending against the respondent and /or the Confirming Party IV to the Consent Terms.

3.7. The petitioner husband and the respondent wife as also the Confirming Parties to the Consent Terms, undertake not to interfere in each others lives. Profession or business and will not file any criminal or civil complaints or proceedings against each other in relation to the matters settled amicably in the mediation process.

3.8. The petitioner husband and the respondent wife alongwith the Confirming Parties to the Consent Terms agree to bear full faith and allegiance and abide by the Consent Terms in a bona fide manner including the Terms in Para 13(ix) to (xii).

3.9. By signing this Agreement through their respective counsel, the parties solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties through the process of Mediation in which they have participated virtually alongwith their counsel.

3.10. That both the parties in U.S.A and Mumbai have gone through the details of the terms and conditions of the Settlement Agreement, have understood the same and authorised their respective counsel to sign the same on their behalf as they signed the s represented them in the virtual sessions of the entire mediation process. The signatures of their respective counsel authenticate their will to comply with the Settlement Agreement based on the Consent Terms appended herewith."

The settlement agreement dated 25.09.2021 is signed by the learned Mediator, the husband and the wife and their respective counsel. The consent terms dated 14.09.2021 additionally referred to certain terms and conditions with respect to all the proceedings pending between the parties. The terms and conditions stipulated in the consent terms are as under:

- (i) The First Party and Second Party agree to their marriage was purportedly solemnized on 27.08.2014 stands annulled as per the Hindu Marriage Act, 1956 as on date and agree to jointly pray to the Hon'ble Supreme Court of India to pass a decree annulling their marriage in terms of this present settlement agreement;
- (ii) The First Party agrees to pay to the Second Party herein an amount of Rs.2,62,00,000/- (Rupees Two Crores Sixty Two Lakhs only) as full and final settlement towards permanent alimony against all her claims in all courts of law, and otherwise;

- (iii) The First party shall pay the afore-mentioned amount vide a Demand Draft drawn in the name of 'Second Party', which shall be physically handed over to the counsel for the Second Party on the date of the hearing of the Application moved by the parties herein seeking a consent decree to be passed by the Hon'ble Supreme Court in terms of the present Consent Terms and the passing of the final orders on the present settlement by the Hon'ble Supreme Court.
- (iv) The Second Party hereby agrees that no right, title, or any other interest shall henceforth be claimed by the Second Party in any of the properties of the First Party herein, movable or immovable, joint or ancestral, self- acquired or HUF property and no civil or criminal proceedings in this regard shall be initiated by the Second Party;
- (v) That the Second Party herein agrees and prays that the Hon'ble Supreme Court may be pleased to declare the petition for maintenance under Section 125 of the Code of Criminal Procedure, 1976, pending before the Family Court at Bandra, Mumbai which came to be registered as E-358 of 2015 titled as "Kanika Parikh v. Arpan Parikh" to have been disposed of in as much as all her rights and reliefs sought therein having merged with the consent terms herein;
- (vi) That the Second Party herein agrees and prays that the Hon'ble Supreme Court may be pleased to quash the C.C. No. 1248/PW/2016 titled "State of Maharashtra v. Arpan Amarish Parikh &Ors" pending before the Court of Metropolitan Magistrate, 40th Court, Girgaon, Mumbai arising out of FIR bearing C.R. No. 237 of 2015 registered by Gamdevi Police Station against the First Party, the Confirming Party No. I- MrAmarish Parikh ; Confirming Party No.II- Smt. Mira Amarish Parikh and Confirming Party No.III Mrs. Amisha Chirag Desai for offences under Sections 498A, 406, 504, 506 read with Section 34 of the IPC in as much as all allegations made by the Second Party do not survive in view of the consent terms herein;
- (vii) That the First Party filed a petition bearing number A 728 of 2017 before the Family Court at Bandra seeking annulment of marriage dated 27.08.2014. That the First Party herein agrees and prays that the Hon'ble Supreme Court may be pleased to dispose off the same in terms of the present settlement terms.
- (viii) That the First Party; the Confirming Party No. I -III, herein agree and affirm that there are no proceedings pending against the Second Party either initiated by

the First Party alone and/or alongwith the Confirming Party No. I; Confirming Party No. II and Confirming Party No. III before any Court of Law and Justice in New York;

- (ix) The Confirming Party No- IV Mr. Kushal Golechha agrees and affirms to all acts to be done by the Second Party in terms of the present settlement agreement and undertakes to assist the Second Party to fulfill her obligations under the present settlement agreement;
- (x) The Confirming Party No- I Mr. Amarish Parikh agrees and affirms to all acts to be done by the First Party in terms of the present settlement agreement and undertakes to assist the First Party to fulfill his obligations under the present settlement agreement;
- (xi) The Parties herein solemnly state and affirm that they have no further claims or demands against each other and all disputes and differences have been settled. The Parties further undertake to withdraw the abovementioned cases filed against each other;
- (xii) The Parties to this present Settlement Agreement undertake not to, in any way, use, display, exhibit, transmit, publish or in any other way make public any photographic and videographic material involving the other party and/ or the family thereof, from the date of signing/ execution of the present Settlement Agreement. The Parties further undertake to not use, display, exhibit, transmit, publish or in any other way make public, any communication between the Parties and/or the families thereof, from the date of signing/ execution of the present Settlement Agreement.

Mr. Aditya Pandey, learned counsel appearing for the petitioner states that in terms of the settlement agreement, the demand draft in the sum of Rs. 2,62,00,000/- (Rupees Two Crores Sixty Two Lakhs only) is being handed over to Ms. Jaikriti S. Jadeja, learned counsel for the wife/respondent no. 2.

Since essential terms of the settlement agreement are carried out, we exercise our power under Article 142 of the Constitution and direct as under:

- (a) Proceedings referred to at serial nos. 1, 2 and 3 in paragraph

- no. 1 of the settlement agreement stand quashed;
- (b) Petition no. A728 of 2017 pending on the file of the Family Court, Bandra, Mumbai seeking annulment of the marriage is allowed and the marriage between the petitioner/husband and respondent no.2/wife stands annulled ;
- (c) The parties shall abide by the terms and conditions of the settlement agreement.

With the aforesaid directions, the Special Leave Petition Stands disposed of.

Pending applications, if any, stand disposed of accordingly.

(ASHWANI KUMAR)
ASTT. REGISTRAR-cum-PS

(SUNIL KUMAR RAJVANSHI)
BRANCH OFFICER