

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

**Special Leave Petition (Criminal) Nos 490-491 of 2020**

**Mohammad Zuber Farooqi**

**Petitioner**

**Versus**

**State of Maharashtra and Another**

**Respondents**

**ORDER**

- 1 Mr Shadan Farasat, learned counsel appears on behalf of the petitioner, while Mr Amrendra Kumar Mehta, learned counsel appears on behalf of the second respondent. Both the contesting spouses are represented before the Court.
- 2 During the pendency of these proceedings, parties had agreed to explore the possibility of an amicable resolution of the matrimonial dispute by recourse to mediation. Mediation proceedings took place under the auspices of the Supreme Court Mediation Centre.

- 3 On 15 February 2022, a settlement has been arrived at between the petitioner and the second respondent which, besides being signed by the parties has been signed by the respective counsel and by Ms Nandini Gore, Mediator in the Supreme Court Mediation Centre.
- 4 We appreciate the efforts which have been taken by the Mediator to bring about an amicable resolution of a long standing matrimonial dispute.
- 5 The settlement is in the interest of the parties and protects the interest of their minor son. The settlement agreement is taken on the record and accepted and is reproduced below for convenience of reference:

#### **“SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** is entered into on 15th day of February 2022, between:

**Mr. MOHAMMAD ZUBER FAROOQI**, age about 45 years, son of Mohammad Tahir Farooqi, Resident of Pleasant Grove Boulevard, Roseville, California, USA 95747, having Passport No. G7628508 and who is the Petitioner in SLP (CrI) No. 490-491 of 2020 pending before the Hon'ble Supreme Court of India as on the date of this Agreement (hereinafter “**Zuber**”);

**AND**

**Ms NEELIMA AKHTOR**, age about 39 years, daughter of Salim Khan, resident of Kalapatru, Shrishti Housing Complex, Mira Road (E) Thane **401107**, Maharashtra, having Passport No. Z3973810, who is the Respondent No. 2 in SLP (CrI) No. 490-491 of 2020 pending before the Hon'ble Supreme Court of India

as on the date of this Agreement (hereinafter "**Neelima**"),

Whereby both Zuber and Neelima (hereinafter collectively referred to as "**Parties**") were on 26.12.2008 married at Lucknow as per Islamic Rites and Customs and have now agreed to settle all their matrimonial disputes and also the issue of custody and care of their son Zayan (hereinafter "**Zayan**") (D.O.B. 13.09.2013), vide this Settlement Agreement.

The Parties agree that the terms of this Settlement Agreement shall be placed before the Hon'ble Supreme Court of India in pending SLP (Crl.) No. 490-491 of 2020 so that appropriate orders in terms hereof can be passed by the Hon'ble Supreme Court.

The terms of this Settlement Agreement are as follows:

**CUSTODY, VACATIONS AND VISITATION**

1. The Parties agree that Neelima, who presently has custody of Zayan, will continue to have the custody of Zayan in India until Zayan attains the age of majority i.e. 18 (eighteen) years. The Parties further agree that Zuber will have the following visitation/access/communication rights in respect of Zayan:

1.1. Zuber will have the right to take Zayan for 65 (sixty-five) percent of his school summer holidays every year. This will include Zuber's right to take Zayan to the United States for the purpose of the abovementioned holiday.

1.2. Neelima will have a right to accompany Zayan on the flights to and from the United States at her own expense. The expense for Zayan's travel and stay in the United States for the summer holidays will be borne by Zuber.

1.3. Normally, for the summer vacation, as mentioned above, Neelima will accompany Zayan on the flight. However, once Zayan is in the United States, he will spend exclusive and unsupervised time with Zuber for the period of his stay in the

United States. During this period, Neelima can stay separately in the United States at her own expense. During this period, Zuber will ensure regular daily video calls between Neelima and Zayan for a period of at least a half hour.

1.4. If Neelima is unable or unwilling or unable to accompany Zayan for his summer holiday in the United States, Zuber will come to India and pick up Zayan from India and drop him back to India after the vacation.

1.5. The first of these trips will be in the summer of 2023. For this trip, Neelima will accompany Zayan to the United States and Zayan will stay with Neelima in the United States, and Zuber will be able to take Zayan out for day trips, and return Zayan to Neelima's custody in the evening.

1.6. Zuber will have a right to take out Zayan for a period of 7 (seven) to 10 (ten) days for an unsupervised vacation anywhere within India every year during the winter vacation. During this period, Zuber may take Zayan to stay with his paternal grandparents as well within India. If Neelima agrees and gives her consent, then for any specific winter vacation, Zuber may take Zayan outside India. During the period of winter vacation Zuber will facilitate daily half hour video call between Neelima and Zayan.

1.7. For the year 2022, Zuber will have visitation in India with Zayan during summer and winter holidays at Mumbai itself, which may be supervised by Neelima. Parties can agree to meet at any Restaurant, Shopping Mall, Amusement Park, Park, etc. or such other place on which they mutually agree.

1.8. Zuber will have a right to have a video call with Zayan at least twice a week for 1 hour each, preferably on Sunday and Wednesday and Neelima will facilitate the same.

1.9. In addition to the above, the Parties may agree to any other interactions, communications and visitation, as they may find appropriate from time to time, including more frequent video calls.

**DIVORCE AND ALIMONY**

2. The Parties have agreed to amicably separate and seek a divorce. In this respect, a separate application for grant of mutual consent divorce will be moved by the Parties before the Hon'ble Supreme Court of India, requesting the Court to grant a divorce.

3. Zuber has agreed to pay and Neelima has agreed to receive INR 75,00,000 (Seventy Five Lakhs) as alimony. This amount shall be paid in the following manner:

3.1. INR 30,00,000 (Rupees Thirty Lacs) will be paid by Zuber to Neelima on signing of this Settlement Agreement. This amount shall be remitted into an account the details of which have been provided by Neelima as follows (hereinafter "**Neelima's Designated Bank Account**"):

Beneficiary Name: Neelima Akhtor  
Bank: ICICI Bank  
Branch Code: 000667  
Account Number: 249701001756  
Bank Address: B-113, Pallavpuram, Meerut, Uttar Pradesh, India- 250110  
SWIFT Code: ICICINBBNRI  
IFSC Code: ICIC0000667

3.2. Within a week of the Supreme Court approving the Settlement Agreement, Neelima will sign and execute all the necessary papers for sale of the house in California, as required by Zuber. The address of this house is 2498 Pleasant Grove Blvd, Roseville, CA 95747, USA Simultaneously, Zuber will sign and execute no objection or any other document required by Neelima for issuance/renewal of Zayan's Unites States passport or for issuance of any papers related to OCI status of Zayan.

3.3. Both parties agree that in respect of clause 3.2, that if after the initial signing of documents for sale of house and issuance of US Passport/OCI Documents the other party

requires any supplementary documents in this respect, they will promptly execute such documents and fully co-operate till the sale of the house or issuance of Passport/OCI Card.

3.4. Within 4 months of Neelima's executing/signing the necessary documents for sale of the California house, Zuber will pay another INR 30,00,000 (Rupees Thirty Lacs) into Neelima's Designated Bank Account.

3.5. Zuber will pay the remaining INR 15,00,000 (Rupees Fifteen Lacs) into Neelima's Designated Bank Account upon Neelima along with Zayan completing in the United States the first holiday in summer, 2023, as agreed above.

4. Zuber will be entitled to place this Settlement Agreement as also any orders of divorce passed by the Supreme Court of India before appropriate United States judicial/any other authority, for grant/recognition of divorce in the jurisdiction of the United States.

#### **ZAYAN'S EDUCATION**

5. Zuber undertakes to pay the school fees and fees for extracurricular activities of Zayan in India of a reasonably priced international school, or a good private school in India.

6. The Parties will jointly agree on which school Zayan should be admitted into and this decision shall be made immediately upon signing of this Settlement Agreement.

#### **ZAYAN'S FUTURE MOVEMENT**

7. Zuber recognizes that at some point in the future, Neelima may want to move out of India for better professional opportunities and would consequently have to shift Zayan along with her. If Neelima intends to move to the United States, Zuber hereby gives his no-objection to the same.

8. However, if Neelima intends to move to a country other than the United States, she will have to inform Zuber in advance and take him into confidence. In such an event, the Parties will continue to abide by the present terms of visitation/communication etc. unless other terms are agreed keeping the specific jurisdiction in mind.

**PENDING PROCEEDINGS**

9. Upon entering into this Settlement Agreement, the parties will jointly request the Hon'ble Supreme Court to quash the following:

- i. FIR No. 464/2016 dated 12.11.2016 u/S. 498A, 504, 406, 507, 34 of IPC, P.S. Bhandup, Mumbai; and
- ii. All-India Look Out Circular (LOC) bearing CR No. 464/17 or any other LOC against Zuber.
- iii. RCN Petition No. WP 1421/2018 before Bombay High Court, Mumbai.

Appropriate application in this respect will be moved by Zuber before the Supreme Court that will be duly supported by Neelima.

10. In addition to the above, Neelima will withdraw the following civil/quasi-criminal proceedings within a period of 1 (one) month from the date the Supreme Court approves this Settlement Agreement:

- i. Petition for permanent custody before the Family Court, Bandra, Mumbai; and
- ii. Application No.122 of 2016 under Section 12 of the Protection of Women from Domestic Violence Act, 2005 before the Metropolitan Magistrate, 53rd Court, Mulund, Mumbai.
- iii. Declaration Petition and MA 100147/ 2019 before the

Family Court, Bandra, Mumbai.

11. Similarly, Zuber will also, within a period of 1 (one) month from the date the Supreme Court approves the Settlement Agreement, seek the withdrawal of the following proceedings in United States:

i. Case No. S-DR-0047197 before the Superior Court of California, USA; and

ii. Arrest warrant dated 12.07.2018 issued by the Superior Court of California against the Respondent in Case No. S-DR-0047197.

**FURTHER ASSURANCE**

12. Zuber assures that Neelima can collect her personal belongings from him in the United States when she visits the United States in 2023. Neelima assures that Zuber can collect his collection of stamps/coins when he visits India.

13. Both parties will co-operate with each other in respect of the abovementioned withdrawals of legal proceedings, including giving any joint statement/application for withdrawing that may be required in any of the abovementioned fora. Further both the parties will withdraw/quash all complaints, warrants, applications, petitions arising out their marriage before any court or authority in India or USA.

14. Both Parties further undertake not to initiate any fresh proceedings in respect of their matrimonial life as also custody of Zayan, except, if necessary, to enforce the terms of this Settlement Agreement.

15. Both Parties further undertake to abide by the terms of this Settlement Agreement in good faith, and towards this end they shall communicate effectively with one another to ensure that Zayan grows up a confident child having the benefit of both parents in his life.

16. Upon the entering of this Settlement Agreement, the Parties shall have no other financial obligations to each other except what has been agreed upon in this Settlement Agreement.

17. Both the parties will request the Supreme Court of India to take this Settlement Agreement on record and pass necessary orders in terms thereof.

**MOHAMMAD ZUBER FAROOQI**  
PETITIONER

**NEELIMA AKHTOR**  
RESPONDENT NO. 2

**SHADAN FARASAT**  
COUNSEL FOR THE PETITIONER

**SHAHEEN**  
COUNSEL FOR THE RESP. NO. 2

**MS. NANDINI GORE**  
MEDIATOR"

**CrIMP No 25194 of 2022 in SLP(CrI) Nos 490-491 of 2020**

1 In view of the settlement, parties have requested this Court to invoke its jurisdiction under Article 142 of the Constitution by granting a decree of divorce by mutual consent. This is a fit and proper case for the exercise of the jurisdiction under Article 142 of the Constitution since the parties have resolved the dispute through mediation and are desirous of a divorce on terms as mutually agreed.

2 Criminal Miscellaneous Petition No 25194 of 2022 is accordingly allowed by

granting a divorce by mutual consent. The marriage between the petitioner and the second respondent stands dissolved.

**CrIMP No 25199 of 2022 in SLP(CrI) Nos 490-491 of 2020**

- 1 Following the settlement agreement dated 15 February 2022, and the terms as agreed between the parties, the parties have sought consequential directions for quashing the lookout notice, lookout circular, and FIR No 464 of 2016 registered under Sections 498A, 504, 406, 507 and 34 of the Indian Penal Code 1806 at police station Bhandup, Mumbai.
- 2 Leave to amend the interlocutory application is granted to incorporate an additional prayer in respect of the criminal proceedings. The amendment be carried out during the course of the day.
- 3 Having regard to the settlement which has been arrived at in the course of mediation, all criminal proceedings between the parties shall stand quashed. The following order is passed:
  - (i) The All-India lookout notice bearing No CR 464/2017;
  - (ii) Any other lookout circular issued in respect of FIR No 464 of 2016 registered at police station Bhandup, Mumbai; and
  - (iii) FIR No 464 of 2016 registered at police station Bhandup, Mumbai shall

stand quashed.

- 4 Criminal Miscellaneous Petition No 25199 of 2022 is disposed of.
- 5 The Special Leave Petitions are accordingly disposed of.
- 6 A copy of this order shall be communicated by the Registrar (Judicial) to the Bureau of Immigration of the Government of India for consequential action and compliance.
- 7 Pending applications, if any, stand disposed of.

.....J.  
**[Dr Dhananjaya Y Chandrachud]**

.....J.  
**[Surya Kant]**

New Delhi;  
February 21, 2022  
CKB



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

- 1 The Special Leave Petitions and the Criminal Miscellaneous Petitions are disposed of in terms of the signed order.
- 2 Pending applications, if any, stand disposed of.

**(CHETAN KUMAR)**  
A.R. - cum - P.S.

**(SAROJ KUMARI GAUR)**  
Court Master

**(Signed order is placed on the file)**