

IN THE SUPREME COURT OF INDIA
INHERENT JURISDICTION
CONTEMPT PETITION (CIVIL) NO. 725 OF 2024
IN
MISCELLANEOUS APPLICATION NOS. 858-859 OF 2021
IN
CRIMINAL APPEAL NOS. 85-86 OF 2021

SHILPI SHRIVASTAVA

Petitioner(s)

VERSUS

MANMOHAN GOPAL

Respondent(s)

ORDER

1) This contempt petition has been filed by the petitioner (wife) against respondent (father-in-law) alleging willful disobedience of the order dated 02.09.2021 and final judgment-order dated 20.10.2023 passed by this Court in Miscellaneous Application Nos. 858-859 of 2021 in Criminal Appeal Nos. 85-86 of 2021.

2) This litigation is an offshoot of a matrimonial dispute that has arisen between the petitioner and the son of the respondent namely Mr. Varun Gopal. Several cases including FIRs have been lodged by both the parties against one another and the same has been pending before various authorities / Courts.

3) On the suggestion made by the Court that the dispute can be settled through mediation and mutual discussion, time was sought for by the parties and subsequently, on 20.01.2025, a submission was made by the learned counsel appearing for the petitioner (wife) that parties had settled the dispute and Memorandum of Understanding (MoU) entered into between the parties shall be filed within one week. Recording the said submission, the matter had

been adjourned and I.A. No. 26287 of 2025 has been filed by the learned counsel appearing for petitioner enclosing '**One time full and final settlement/Memorandum of Understanding**' dated 31.12.2024.

4) The said agreement has been entered into between the petitioner (wife), the respondent (father-in-law of the petitioner) and M/s. GMT Building Solutions LLP (hereinafter referred to as 'third party') who has agreed to indemnify the claim of the appellant on behalf of father-in-law by paying the amount of Rs.5.34 crores by Demand Drafts in favour of the petitioner.

5) The petitioner and the respondent are physically present and the third party to the MoU, namely, Mr. Sanchit Jain is present virtually and in chorus, they admit the execution of the MoU dated 31.12.2024 by identifying their signatures affixed to the said agreement and have also stated before this Court that the agreement has been entered into voluntarily, out of free will and volition and without any force, threat or coercion. The parties who have appeared physically/ virtually are identified by their respective learned Advocates and in token of having identified them, they have also affixed the signatures to the MoU.

6) The third party which is LLP has passed a Board Resolution on 31.12.2024 authorising Mr. Sanchit Jain to enter into MoU and by virtue of the said Board Resolution, the copy of which has been placed on record and the original of which has been perused by this Court and returned to the learned Advocate representing the said third party, would reflect that he has been authorised to enter into the MoU on behalf of the LLP.

7) In the light of the statement made by the parties present physically and virtually and this Court being satisfied that the compromise that has been entered into is lawful and is out of free will of parties, this Court finds no impediment to accept the same and it is made clear that all the proceedings pending *inter se* between the parties as reflected in para 11(i) to (ix) and (i)

and (ii) is deemed to be closed or stand closed/quashed and there will be no further claims made by the petitioner against the respondent or her former husband Mr. Varun Gopal and in full and final settlement of petitioner's claim, she has received a sum of Rs.5.34 crores by way of Demand Drafts bearing Nos. 000924, 000926, 063805 and 063806.

8) The said amount has been paid by the third party to acquire the proportionate share (of Shri Manmohan Gopal) in the freehold land having Municipal No. WZ-296, out of Girdawari of Khasara Nos. 835, 836, 837 and 838 in the Revenue Estate of Village Tihar, Delhi State, situated at Jail Road in the layout plan of colony known as G-Block Hari Nagar, Delhi-110058 measuring approximately 6000 square meters bearing namely right of its co-owner Mr. Manmohan Gopal, the first respondent herein.

9) It is also expressly made clear that in the event of any dispute were to arise between the respondent herein and the third party, same would have no effect on the petitioner and neither of the parties namely, respondent and the third party shall be entitled to seek repayment, refund or redeposit of the amount paid today as noted hereinabove or to recall this settlement.

10) It is made clear that there will be no *inter se* claim between the petitioner and the respondent or vice-versa and all claims stand closed.

11) The contempt petition stands disposed of. We make no orders as to costs.

12) All pending applications stand consigned to records.

....., J.
[J.K. MAHESHWARI]

....., J.
[ARAVIND KUMAR]

New Delhi;
March 04, 2025.

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

CONMT.PET.(C) No. 725/2024 in MA 858-859/2021 in
Crl.A. No. 85-86/2021

SHILPI SHRIVASTAVA

Petitioner(s)

VERSUS

MANMOHAN GOPAL

Respondent(s)

[TO BE TAKEN UP IMMEDIATELY AFTER FRESH MATTERS.]
(FOR ADMISSION)

(IA No. 26287/2025 - APPLICATION FOR PERMISSION and IA No.
292377/2024 - APPROPRIATE ORDERS/DIRECTIONS and IA No. 267175/2024
- APPROPRIATE ORDERS/DIRECTIONS)

Date : 04-03-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.K. MAHESHWARI
HON'BLE MR. JUSTICE ARAVIND KUMAR

For Petitioner(s) :

Ms. Jaspreet Gogia, AOR
Ms. Varhika Gupta, Adv.
Mr. Shivesh Kaushik, Adv.
Mr. A. Abhiraj Ray, Adv.

For Respondent(s) :

Mr. Hargovind Jha, Adv.
Mr. Rameshwar Prasad Goyal, AOR

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

The contempt petition stands disposed of in terms of
the signed order. All pending applications stand consigned
to records.

(NIDHI AHUJA)
AR-cum-PS

(NAND KISHOR)
COURT MASTER (NSH)

[Signed order is placed on the file.]