

Dhananjay Rath

v.

Ruchika Rath

(Criminal Appeal No. 1924 of 2026)

13 April 2026

[Rajesh Bindal and Vijay Bishnoi,* JJ.]

Issue for Consideration

Issue pertains to whether the proceedings initiated by the respondent-wife under the DV Act should be quashed; whether any party can back out from the Settlement Agreement arrived at in the mediation proceedings; and whether this Court, can exercise its powers u/Art.142(1) of the Constitution to grant a decree of divorce to the parties herein on the ground of irretrievable breakdown of marriage, upon an application filed by the appellant-husband; if yes, then on what terms and conditions.

Headnotes[†]

Hindu Marriage Act, 1955 – Protection of Women from Domestic Violence Act, 2005 – Divorce petition – Parties, appellant-husband and respondent-wife entered into settlement agreement – Petition for divorce by mutual consent filed – First Motion of the petition allowed, in view of the settlement arrived at, and in compliance thereof, the appellant paid ₹75,00,000/- as first installment of the final settlement amount along with ₹14,00,000/- for purchase of the car and also returned the jewellery items as stated therein to the respondent, and the respondent executed a gift deed/forfeited her claim – However, subsequently, the respondent withdrew the consent for the mutual divorce, and later filed complaint u/s.12 of DV Act against the appellant and his mother – Appellant then filed petition for quashing of complaint – High Court directed continuance of DV proceedings – Correctness:

Held: It is well within the law, for any party, to withdraw consent at any stage before grant of divorce by mutual agreement, however, in case compromise deed or settlement agreement has

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been entered in between the parties regarding the full and final settlement of their disputes, then in that case it is not open for the party to step back from the terms and conditions so arrived between them – However, a party can resile from the Settlement Agreement arrived in the mediation proceedings, if it successfully demonstrates that the said Settlement Agreement was procured by force, fraud or undue influence, or on account of non-fulfillment of any of the conditions by the opposite party as set out in the Settlement Agreement – On facts, withdrawal of consent before the Second Motion, was merely on the ground of non-adherence to the promise made by the appellant-husband which was not even the part of the Settlement Agreement – Also no plausible explanation as to why the respondent-wife waited for eight long months from the date of the Second Motion Petition before initiating the DV proceedings – Complaint filed by the respondent-wife under the DV Act depicts that there are no specific allegations regarding any sort of domestic violence that could emanate from the pleadings – Respondent-wife failed to mention any event describing any sort of violence carried out either by the appellant-Husband or his mother – Proceedings under the DV Act appear to be premeditated, one filed in order to sustain some sort of litigation between the parties after she had resiled from the Settlement Agreement – Thus, the proceedings under the DV Act as initiated by the respondent liable to be quashed, the continuance of which would be an abuse of the process of law – It is evident from records that there has been a complete and irretrievable breakdown of the matrimonial relationship between the parties – In such a case, when there is no scope of parties peacefully co-existing together, no point in continuation of any sorts of litigation in between the parties arising solely out of the matrimonial discord – Thus, a fit case for exercise of powers u/Art.142(1) to grant a divorce as there had been an irretrievable breakdown of the marriage – Marriage between the party dissolved subject to the terms specified – DV complaint quashed and impugned order set aside. [Paras 29, 31, 37, 40, 41, 52, 53, 55]

Case Law Cited

Shilpa Sailesh v. Varun Sreenivasan [2023] 5 SCR 165 : (2023) 14 SCC 231 – followed.

Smt Sureshta Devi v. Om Prakash [1991] 1 SCR 274 : (1991) 2 SCC 25; *Hitesh Bhatnagar v. Deepa Bhatnagar* [2011] 6 SCR 118 :

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(2011) 5 SCC 234; *Smruti Pahariya v. Sanjay Pahariya* [2009] 8 SCR 631 : (2009) 12 SCC 338 – held inapplicable.

Ruchi Agarwal v. Amit Kumar Agarwal and Others (2005) 3 SCC 299; *Mohd. Shamim and Others v. Nhahid Begum and Another* (2005) 3 SCC 302; *Trisha Singh v. Anurag Kumar* [2024] 5 SCR 567 : 2024 SCC OnLine SC 1191; *Anurag Vijaykumar Goel v. State of Maharashtra*, 2025 INSC 926 : 2025 SCC OnLine SC 1611; *Gimpex Private Limited v. Manoj Goel* [2021] 11 SCR 432 : (2022) 11 SCC 705; *Rinku Baheti v. Sandesh Sharda* [2024] 12 SCR 1355 : (2025) 3 SCC 686; *Vishal Shah v. Monalisha Gupta*, 2025 INSC 254 : 2025 SCC OnLine SC 383; *Vineet Taneja v. Ritu Johari* (2025) 3 SCC 732; *Neha Lal v. Abhishek Kumar*, 2026 INSC 73 : 2026 SCC OnLine SC 95 – referred to.

List of Acts

Protection of Women from Domestic Violence Act, 2005; Bharatiya Nagarik Suraksha Sanhita, 2023; Hindu Marriage Act, 1955; Constitution of India.

List of Keywords

Settlement Agreement; Divorce; Irretrievable breakdown of marriage; Divorce by mutual consent; Domestic violence; Matrimonial discord; Mediation proceedings; First Motion; Withdrew the consent for mutual divorce; Quashing of complaint.

Case Arising From

CRIMINAL APPELLATE JURISDICTION: Criminal Appeal No(s). 1924 of 2026

From the Judgment and Order dated 07.01.2026 of the High Court of Delhi at New Delhi in CRLMC No. 116 of 2026.

Appearances for Parties

Advs. for the Appellant(s):

Prabhjit Jauhar, Sehaj Kataria, Ms. Shreyangana Bag, S. S. Jauhar.

Advs. for the Respondent(s):

Prashant Mendiratta, T. V. S. Raghavendra Sreyas, Ms. Neha Jain, Siddharth Vasudev.

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Judgment / Order of the Supreme Court

Judgment

Vijay Bishnoi, J.

Leave granted.

2. This appeal has been preferred by the Appellant-Husband challenging the order dated 07.01.2026 (hereinafter referred to as “**Impugned Order**”) passed in **Crl. M.C. No. 116 of 2026** by the High Court of Delhi at New Delhi (hereinafter referred to as “**the High Court**”) wherein the High Court issued notice and granted an interim order directing that the proceedings initiated in DV Complaint No. 3186 of 2025 (hereinafter referred to as “**DV Proceedings**”) under the Protection of Women from Domestic Violence Act, 2005 (hereinafter referred to as “**the DV Act**”) by the Respondent-Wife against the Appellant-Husband and his mother (mother-in-law of the Respondent-Wife) shall proceed, subject to deposit of ₹89,00,000/- by the Respondent-Wife before the Registrar General of the High Court.

FACTUAL BACKGROUND

3. The marriage between the Appellant-Husband and the Respondent-Wife was solemnized on 19.02.2000 in accordance with the Hindu rites and ceremonies and from the wedlock, a daughter was born on 06.06.2003 and a son was born on 01.01.2006. Thereafter, due to temperamental differences, matrimonial disputes arose between the parties and they started living separately from the year 2022-23. Consequently, the Appellant-Husband filed Divorce Petition bearing H.M.A. No. 275/2023 under Sections 13(1)(i-a) & 13(1)(i)(ia) of the Hindu Marriage Act, 1955 (hereinafter referred to as “**the Act**”) before the Court of Principal Judge, Family Court, Saket Court House, Delhi.
4. The Court of Principal Judge, Family Court, Saket Court House, Delhi *vide* order dated 13.07.2023 referred the matter to mediation. Pursuant to mediation, a settlement was entered into between the parties on 16.05.2024, settling all the disputes between them (hereinafter referred to as “**Settlement Agreement**”). It is not the case of either of the party that the said Settlement Agreement is not accepted by the Principal Judge, Family Court, Saket Court House. The terms of the Settlement Agreement are summarised as follows:

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- 4.1 Both agreed to dissolve their marriage by a Decree of Divorce by Mutual Consent as per Sections 13B(1) and 13B(2) of the Act.
- 4.2 The Appellant-Husband agreed to withdraw the Divorce Petition bearing H.M.A. No. 275/2023 filed under Sections 13(1)(i-a) & 13(1)(i)(ia) of the Act.
- 4.3 The Appellant-Husband agreed to pay and the Respondent-Wife agreed to accept ₹1,50,00,000/- (including ₹4,77,129/- invested in the PPF Account) towards full and final settlement of all the claims arising out of the matrimonial discord, in two installments:
 - 4.3.1 A sum of ₹75,00,000/- at the time of recording of statement under First Motion.
 - 4.3.2 A sum of ₹70,22,871/- at the time of recording of statement under Second Motion.
- 4.4 A Gift Deed would be executed by the Respondent-Wife for an amount of ₹2,52,38,794/- in favour of the Appellant-husband to validate the accounts which stand reflected in the business account of Appellant-Husband on account of their relations as husband and wife.
- 4.5 The Appellant-Husband agreed to pay ₹14,00,000/- for purchase of a car.
- 4.6 The Appellant-Husband agreed to hand over jewellery items as per APPENDIX A to P to the Respondent-Wife.
- 4.7 Pursuant to the grant of the First Motion, the Respondent-Wife agreed to present herself for executing Gift Deeds and such other documents required for transfer of properties, shares and policies bought in her name by the Appellant-Husband, which are as follows:
 - 4.7.1 Project Manorath: Flat No. E-2002, Mascot GH-04B/1, Sector 16, Greater Noida.
 - 4.7.2 Project Neo Town: Flat No. 02/1704 Patel GH-03 Tech zone, Greater Noida.
 - 4.7.3 Project Neo Town: Flat No. D2/1705 Patel GH-03 Tech zone, Greater Noida.
 - 4.7.4 LIC Policy No. 117410693 and Bajaj Allianz Policy No. 0506426223

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- 4.7.5 Shares held in Globe Capital, K.L. Rathi Steels and Rathi Steels Ltd.
- 4.7.6 Jewellery account as maintained by the Appellant-Husband in favor of their daughter.
- 4.8 Both the parties further agreed to put an end to all the disputes between them and their family members, and additionally both the parties also agreed to refrain from instituting any case (civil or criminal) against each other or their family members.
5. Thereafter, on 04.07.2024, the Divorce petition bearing H.M.A. No. 235/2023 filed under Sections 13(1)(i-a) & 13(1)(i)(ia) of the Act was withdrawn by the Appellant-Husband and furthermore, a petition for Divorce under Section 13-B(1) of the Act was jointly filed by the Appellant-Husband and the Respondent-Wife, which was registered as H.M.A. No. 1185/2024, in the Court of Principal Judge, Family Court, Saket Court House, Delhi. Both the parties therein signed an Affidavit of Undertaking dated 03.07.2024, agreeing to comply with the terms of the Settlement Agreement.
6. Thereafter, the Court of Principal Judge, Family Court, Saket Court House, Delhi, *vide* order dated 14.08.2024, allowed the First Motion of the petition filed under Section 13B(1) of the Act, in view of the settlement arrived at between the parties. In compliance with the terms of the Settlement Agreement, the Appellant-Husband paid ₹75,00,000/- as first installment of the final settlement amount along with a sum of ₹14,00,000/- for purchase of the car. The Appellant-Husband has also returned the Jewellery Items as described in APPENDIX A to P to the Respondent-Wife. At the same time, the Respondent-Wife, in compliance with her obligations under the Settlement Agreement, transferred a sum of ₹2,52,38,794/- to the Appellant-Husband.
7. Subsequently, the Respondent-Wife withdrew her consent for the mutual divorce and in response, the Appellant-Husband filed a Contempt Petition No. 07/2025 before the Principal Judge, Family Court, South District, Saket District Court, New Delhi. Later, a complaint bearing DV Complaint No. 3186 of 2025, was filed, before the Chief Metropolitan Magistrate, Saket Courts, Delhi, by the Respondent-Wife under Section 12 of the D.V. Act, against the Appellant-Husband and his mother on 16.10.2025 wherein, *vide* order dated 13.11.2025, summons were issued against them.

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8. Thereafter, the Appellant-Husband withdrew the Contempt Petition No. 07/2025 filed before the Principal Judge, Family Court, South District, Saket District Court, New Delhi and proceeded to file a Quashing Petition bearing Crl. M.C. No. 116 of 2026 before the High Court. The Appellant-Husband also filed a Contempt Petition bearing Contempt Case (C) No. 19 of 2026 before the High Court seeking initiation of contempt proceedings against the Respondent-Wife for alleged breach of the Settlement Agreement, which is still pending.
9. The High Court in the Quashing Petition, *vide* Impugned Order passed an interim order issuing notice, and agreeing to continue the D.V. proceedings while directing the Respondent-Wife to deposit ₹89,00,000/- and retain the jewellery received by her in terms of the Settlement Agreement. The relevant portions from the judgment are reproduced hereinunder:

“CRL.M.A. 392/2026 (exemption)”

Exemption granted, subject to just exceptions. Let requisite compliances be made within 01 week. The application stands disposed-of.

CRL.M.C. 116/2026 & CRL.M.A. 391/2026 (stay)

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioner seeks quashing of domestic violence complaint bearing CT Case No.3186/2025 pending before the learned Judicial Magistrate First Class-02/Mahila Court, South District, Saket Courts, New Delhi.

2. Mr. Prabhjit Jauhar, learned counsel appearing for the petitioner submits, that the parties had resolved their disputes vide a Settlement Agreement dated 16.05.2024 signed under the aegis of the Delhi Mediation Centre, Saket Courts, New Delhi, as per which the parties were to seek divorce by mutual consent. It is submitted that under the said settlement, the petitioner has paid to the respondent Rs. 89 lacs and has also handed-over to her jewellery as referred to in clause ‘B’ of the settlement.

3. Mr. Jauhar submits, that pursuant to the settlement, parties filed the first motion seeking divorce by mutual

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consent under 13B(1) of the Hindu Marriage Act 1955 ('HMA'), wherein the respondent also filed an affidavit of undertaking as required by law, agreeing to abide by the terms of the settlement; and the first motion was passed by the learned Family Court vide order dated 14.08.2024.

4. Mr. Jauhar submits, that one of the terms of the settlement was that the parties will put to an end all disputes between them and with their respective family members; and further the respondent had also agreed as follows:

"12. The Parties agree and acknowledge that by signing of the present Settlement Agreement shall put an end to all disputes between the Parties and their family members and relatives. The Second Party undertakes and acknowledges that neither she nor her parents or any of her family members, relatives, friends shall institute any case or proceedings (civil or criminal) in future against the First Party, his family members, relatives and friends with respect to the present matrimonial discord between the Parties. Similarly, the First Party undertakes and acknowledges that neither he nor his parents or any of his family members, relatives, friends shall institute any case or proceedings (civil or criminal) in future against the Second Party, her family members, relatives and friends with respect to the present matrimonial discord between the Parties."

5. Counsel submits however, that despite the aforesaid position, the respondent has now reneged on the terms of settlement and has filed a complaint under section 12 of the Protection of Women from Domestic Violence Act, 2005 ('DV Act') alleging acts of domestic violence and seeking various reliefs against the petitioner.

6. It is argued, that having signed the mediated settlement agreement and having received benefits thereunder, the respondent cannot now be permitted to file the complaint

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under section 12 of the DV Act, since that would amount to abuse of the process of law.

7. Mr. Jauhar further submits, that as part of the terms of settlement, the petitioner has in fact withdrawn a petition that he had filed under section 13 of the HMA vide order dated 04.07.2024, whereby the petitioner had sought dissolution of his marriage with the respondent on the ground of adultery; and that the petitioner is accordingly now put to serious disadvantage.

8. Issue notice.

9. Mr. Prashant Mendiratta learned counsel appears for the respondent on advance copy; accepts notice; and opposes the grant of any interim relief.

10. Mr. Mendiratta submits, that in addition to the terms contained in the settlement agreement, there were certain other terms that were also agreed upon between the parties by exchange of e-mails, which the petitioner is now dithering on; and by reason of the petitioner's conduct, the respondent is no longer willing to abide by the mediated settlement and will not concede to a divorce by mutual consent.

11. In support of their respective submissions, learned counsel for the parties have cited certain judgments of the Supreme Court as well as of Coordinate Benches of this court.

12. After hearing learned counsel for the parties, on a prima-facie view of the matter, and in the interests of justice, this court is of opinion that the following directions are required to be passed at this stage:

12.1. The respondent shall, by way of disgorgement, deposit the sum of Rs. 89 lacs that have admittedly been received by her from the petitioner under the terms of Settlement Agreement dated 16.05.2024, with the Registrar General of this court within 04 weeks from today;

12.2. The Registrar General is directed to retain the amount so deposited in a fixed deposit account in a

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nationalised bank, initially for a period of 01 year; to be renewed for the same period from time-to-time, without awaiting any further directions from this court in that behalf, unless otherwise directed by the court;

12.3. Though the respondent shall continue to hold the jewellery, which also she admits to having received from the petitioner in terms of clause 'B' of the settlement agreement, she is restrained from selling, transferring or parting with possession of any part of that jewellery during the pendency of the present proceedings, without prior permission of this court;

12.4. Since this court considers it inadvisable to restrain a party from exercising their legal rights by prosecuting legal proceedings, subject to compliance of the above, the respondent shall be entitled to proceed with the complaint filed by her under section 12 of the DV Act.

13. Let reply to the petition as well as CRL.M.A. No. 391/2026 be filed within 04 weeks; rejoinder thereto, if any, be filed within 03 weeks thereafter; with copy to the opposing counsel.

14. Whether or not the petition filed by the petitioner under section 13 of the HMA (which was subsequently withdrawn by him) should be restored, will be considered subsequently. For the record, Mr. Mendiratta submits, that they have no objection to the petitioner reviving the said divorce case.

15. Re-notify on 05th May 2026. JANUARY 7,2026 CRL.M.C. 116/2026"

10. Aggrieved by the Impugned Order, the Appellant-Husband approached this Court by filing the present SLP. In addition to this, the Appellant-Husband also preferred an application bearing I.A. No. 35342 of 2026 in the present SLP seeking Decree of Divorce under Article 142(1) of the Constitution of India. This Court *vide* order dated 06.02.2026, issued notice and stayed the DV proceedings pending before the Chief Metropolitan Magistrate, Saket Courts, Delhi. Subsequently, a Counter-Affidavit and Rejoinder Affidavit have been filed by the respective parties.

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11. The learned counsel for the Appellant-Husband vehemently submitted that the Impugned Order suffers from an error of law as it failed to appreciate that the parties have been living separately since 21.12.2022, with no intention whatsoever to resume cohabitation. It was submitted that the Respondent-Wife indulged in an extramarital relationship, leading to the filing of a divorce petition dated 30.01.2023 on the grounds of adultery and cruelty. The matter was thereafter referred to mediation, culminating in a Settlement Agreement dated 16.05.2024, whereby, under Clause 11, the Respondent-Wife agreed to accept a lump sum amount of ₹1,50,00,000/- towards full and final settlement of all claims, along with jewellery and ₹14,00,000/- for the purchase of a new car, as provided under Clause 7 of the Settlement Agreement.
12. It was further submitted that Clause 12 of the Settlement Agreement clearly stipulated that neither the Respondent-Wife nor her family members would initiate any civil or criminal proceedings against the husband or his family members. It has been submitted that the Respondent-Wife admittedly received ₹75,00,000/- as first installment of the lump sum amount, ₹4,00,000/- for the car, and her entire jewellery at the time of the First Motion, which was duly allowed by the Family Court, Saket. It was argued that, despite having accepted ₹89,00,000/- and all her jewellery, the Respondent-Wife, with *malafide* intentions, refused to proceed with the Second Motion Petition and instead filed a vexatious complaint under the DV Act, solely to extract a more financially lucrative settlement. The learned counsel contended that such conduct amounts to a clear abuse of the process of law and is contumacious in nature, and thus, liable to be nipped in the bud, as held by this Court in **Ruchi Agarwal v. Amit Kumar Agarwal and others**, reported as (2005) 3 SCC 299, and **Mohd. Shamim and others v. Nhahid Begum and another**, reported as (2005) 3 SCC 302.
13. The allegations made by the Respondent-Wife is that she provided her consent to the Settlement Agreement and the consequent divorce only on the basis of assurances given by the Appellant-Husband that he would return her jewellery worth ₹120 crores and gold biscuits worth ₹50 crores, were vehemently denied. *Per contra*, it was argued

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that no such agreement ever existed, nor was there any evidence to suggest that jewellery of such value was ever given, and that these claims were merely tactics to extort additional money from the Appellant-Husband. It was further contended that the Respondent-Wife listed all her items to be returned by the Appellant-Husband, which were not specified under the Settlement Agreement, by way of WhatsApp messages dated 17.02.2025, wherein there is not even a whisper of the jewellery worth ₹120 crores and the gold biscuits worth ₹50 crores.

14. The learned counsel further submitted that the marriage between the parties has irretrievably broken down, with both parties having made serious allegations of cruelty, incompatibility, and irreconcilable differences, and neither party having expressed any willingness to resume marital obligations at any stage. Reliance was placed upon the judgment of this Court in **Trisha Singh v. Anurag Kumar**, reported as 2024 SCC OnLine SC 1191, wherein this Court exercised powers under Article 142 to dissolve the marriage when there existed no scope of reconciliation between the parties and directed compliance with the terms of a concluded settlement. It was further submitted that the Appellant-Husband herein is ready and willing to comply with the Settlement Agreement by paying the balance amount of ₹75,00,000/-.
15. It was argued that the High Court erred in permitting the Respondent-Wife to continue with the DV proceedings subject to deposit of ₹89,00,000/-, instead of quashing the same in exercise of powers under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as “**BNSS**”), despite the proceedings being *ex facie* an abuse of process in light of the binding Settlement Agreement as well as the Affidavit of Undertaking dated 03.07.2024. The Appellant-Husband has also initiated contempt proceedings for breach of the Settlement Agreement and the Undertaking. The learned counsel finally argued that loss of finality in litigation would ensue if parties are permitted to renege from mediated settlements. As a result, it was prayed that this Court should exercise its extraordinary powers under Article 142 of the Constitution of India to dissolve the marriage and quash the DV proceedings to secure the ends of justice.

B. On behalf of the Respondent-Wife

16. It is submitted by the learned counsel on behalf of the Respondent-Wife that the Appellant-Husband had assured the Respondent-Wife

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that he will return the jewellery gifted to the Respondent-Wife by his parents, relatives and family members and by her parents worth ₹120 crores at the time of signing of the Settlement Agreement and gold biscuits worth ₹50 crores before signing of the Second Motion Petition. However, the same was not included in the Settlement Agreement and the Respondent-Wife was told by the Appellant-Husband that including the same would alert the Income Tax Department and he may have to give a wealth tax on the same. It was also made clear that in case the Appellant-Husband fails to return the said jewellery, the Respondent-Wife need not sign the Second Motion Petition. Accordingly, it was contended that believing the said assurances being made by the Appellant-Husband, the Respondent-Wife signed the Settlement Agreement and the First Motion Petition.

17. The learned counsel further submitted that after the recording of the statements for the First Motion, the Respondent-Wife asked the Appellant-Husband to hand over the jewellery and the gold biscuits as promised by him. However, the Appellant-Husband completely refused and said that he would hand over the jewellery and gold biscuits only after the grant of decree of divorce by mutual consent. Therefore, the Respondent-Wife refused to sign the Second Motion Petition and withdrew her consent to the mutual divorce because of the conduct and ill-intention of the Appellant-Husband and reliance was placed on the email dated 21.02.2025 sent by the counsel for the Appellant-Husband, wherein it was expressly stated that all payments, terms or personal items agreed upon and not specifically mentioned in the Settlement Agreement shall be made good in toto by 02.03.2025.
18. It is also submitted by the learned counsel that the Respondent-Wife, that in compliance with the direction given by the High Court and within the stipulated time period, she has deposited the amount of ₹89,00,000/- by way of two Demand Drafts (₹75,00,000/- and ₹14,00,000/-, respectively) before the Registrar General of the High Court.
19. Furthermore, it is submitted that in terms of settled principles governing divorce by mutual consent, the consent of the parties must subsist not only at the stage of filing of the petition but also, is required to continue to exist till the passing of the final decree. Reference in this regard was made to the judgment of this Court in **Smt Sureshta Devi v. Om Prakash**, reported as (1991) 2 SCC 25, wherein it was held as follows:

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“14. Sub-section (2) requires the court to hear the parties which means both the parties. If one of the parties at that stage says that “I have withdrawn my consent”, or “I am not a willing party to the divorce”, the court cannot pass a decree of divorce by mutual consent. If the court is held to have the power to make a decree solely based on the initial petition, it negates the whole idea of mutuality and consent for divorce. Mutual consent to the divorce is a sine qua non for passing a decree for divorce under Section 13-B. Mutual consent should continue till the divorce decree is passed. It is a positive requirement for the court to pass a decree of divorce. “The consent must continue to decree nisi and must be valid subsisting consent when the case is heard”. [See (i) Halsbury’s Laws of England, 4th edn., vol. 13 para 645; (ii) Rayden on Divorce, 12th edn., vol. 1, p. 291; and (iii) Beales v. Beales [(1972) 2 All ER 667, 674].”

20. It is also submitted that the Settlement Agreement is entirely one-sided, whereby the Respondent-Wife alone was required to relinquish her rights, share in properties and financial interests in favour of the Appellant-Husband, including transfer of a sum of ₹2,52,38,794/- by diluting and liquidating her mutual funds and shares, despite having no independent source of income, and without receiving any commensurate or reciprocal consideration in return and thus, withdrawal of consent by the Respondent-Wife was a legally justified and inevitable consequence of the conduct of the Appellant-Husband.
21. Moreover, it is submitted that the unlawful retention of the Respondent-Wife’s stridhan, jewellery, gold biscuits, and monies, coupled with her continued deprivation thereof, amounts to continuing economic abuse as recognised under Section 3 of the DV Act and the cause of action continues to subsist and the rights of the Respondent-Wife to seek redressal under the DV Act remain unaffected by the cessation of cohabitation or the alleged severance of matrimonial ties.

ANALYSIS

22. We have heard the parties and perused the materials available on record and the issues arising for consideration before this Court are as follows:

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- I. Whether the proceedings initiated by the Respondent-Wife under the DV Act should be quashed?
 - II. Whether any party can back out from the Settlement Agreement arrived at in the mediation proceedings? If yes, in what situation?
 - III. Whether this Court, in the case in hand, can exercise its powers under Article 142(1) of the Constitution of India to grant a decree of divorce to the parties herein on the ground of irretrievable breakdown of marriage, upon an application filed by the Appellant-Husband? If yes, then on what terms and conditions?
23. In the present case, the marriage between the parties was solemnized on 19.02.2000 and they have two issues, a daughter aged 23 years and a son aged 20 years. On 30.01.2023, the Appellant-Husband filed a Divorce Petition on grounds of cruelty and adultery. In the said case, the concerned trial Court referred the parties for mediation at the mediation centre. During mediation, both the parties agreed to settle all their disputes and accordingly, a Settlement Agreement was entered between the parties, wherein, subject to the compliance with the terms thereof, the parties were to apply for divorce by mutual consent.
24. The First Motion Petition in the petition for divorce by mutual consent was allowed on 14.08.2024 after fulfilling the terms as per the Settlement Agreement to that effect and the Second Motion Petition was to be filed on or before 20.02.2025. However, the Respondent-Wife refused to sign the Second Motion Petition within the stipulated time period and withdrew her consent to the mutual divorce.
25. Subsequently, the Appellant-Husband filed a contempt petition being Contempt Petition No. 7/2025, which was later withdrawn by the Appellant-Husband to pursue his remedy before the High Court. Soon after filing the contempt petition, the Respondent-Wife initiated proceedings under Section 12 of the DV Act and filed a case bearing D.V. Complaint No. 3186/2025 on 16.10.2025.
26. This Court in the case of **Ruchi Agarwal** (*supra*) was caught up with a similar situation wherein the husband performed his part of the compromise agreed for mutual consent divorce, however, the wife partly performed her obligations and did not withdraw certain cases. It was argued by the wife that the said compromise was obtained by the husband and his family through threat and coercion. This

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Court therein held that it was difficult to accept the argument that the compromise was signed under coercion since the wife partly performed the obligations mentioned thereunder. The relevant portions from the judgment are reproduced hereinunder:

“7. It is based on the said compromise the appellant obtained a divorce as desired by her under Section 13-B of the Hindu Marriage Act and in partial compliance with the terms of the compromise she withdrew the criminal case filed under Section 125 of the Criminal Procedure Code but for reasons better known to her she did not withdraw that complaint from which this appeal arises. That apart after the order of the High Court quashing the said complaint on the ground of territorial jurisdiction, she has chosen to file this appeal. It is in this background, we will have to appreciate the merits of this appeal.

8. Learned counsel appearing for the appellant, however, contended that though the appellant had signed the compromise deed with the abovementioned terms in it, the same was obtained by the respondent husband and his family under threat and coercion and in fact she did not receive lump sum maintenance and her stridhan properties. We find it extremely difficult to accept this argument in the background of the fact that pursuant to the compromise deed the respondent husband has given her a consent divorce which she wanted, thus had performed his part of the obligation under the compromise deed. Even the appellant partially performed her part of the obligations by withdrawing her criminal complaint filed under Section 125. It is true that she had made a complaint in writing to the Family Court where Section 125 CrPC proceedings were pending that the compromise deed was filed under coercion but she withdrew the same and gave a statement before the said court affirming the terms of the compromise which statement was recorded by the Family Court and the proceedings were dropped and a divorce was obtained. Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In

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our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.

9. In view of the abovesaid subsequent events and the conduct of the appellant, it would be an abuse of the process of the court if the criminal proceedings from which this appeal arises is allowed to continue. Therefore, we are of the considered opinion to do complete justice, we should while dismissing this appeal also quash the proceedings arising from criminal case Cr. No. 224 of 2003 registered in Police Station Bilaspur (District Rampur) filed under Sections 498-A, 323 and 506 IPC and under Sections 3 and 4 of the Dowry Prohibition Act against the respondents herein. It is ordered accordingly. The appeal is disposed of."

(Emphasis Supplied)

27. The case of **Anurag Vijaykumar Goel v. State of Maharashtra**, reported in 2025 SCC OnLine SC 1611, was also based on an almost identical set of facts. In that case, the first motion for divorce by mutual consent was moved by both the parties along with the Settlement Agreement and the same was allowed by the Family Court. Before moving the Second Motion Petition, the wife resiled from the settlement agreement. A three-judge Bench of this Court therein noting down that the marriage has irretrievably broken, granted divorce and quashed all the proceedings between the parties arising out of the matrimonial relationship. The relevant portion from the judgment is reproduced hereinunder:

4. The first motion dated 03.09.2022 for divorce on mutual consent under Section 13B of the Hindu Marriage Act, 1955 was moved by both the parties along with settlement entered into between them, which was recorded by the Family Court on 14.09.2022. But before the second motion, the respondent-wife resiled from the agreement which prompted the appellant to approach the High Court of Bombay for quashing the criminal proceedings pending before the Metropolitan Magistrate, 15th Court at Sewree, Mumbai arising out of CR No. 63 of 2018 dated

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19.04.2018. *The principal ground raised before the High Court was the appellant's withdrawal from the divorce on mutual consent, which according to the appellant justified the quashing of the criminal proceedings. The appellant also moved the High Court of Delhi alleging contempt insofar as withdrawing from the consent and refusing to follow it up on the second motion before the Family Court. A learned Single Judge of the Delhi High Court punished the respondent for contempt which order was set aside by the Division Bench on an appeal filed by the respondent.*

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13. *We have already found that the allegations in the statement of 19.04.2018 based on which the crime was registered against the appellant inter-alia under Section 498-A are common-place, banal and vague, without any specific instances mentioned and filed one year after the admitted separation of the couple. The High Court in the impugned order has rejected the contention of the appellant to quash the criminal proceedings with respect to the agreement having been resiled from, at the second motion. We cannot fault the findings of the High Court that the ground raised of the respondent-wife having withdrawn from her consent on the second motion, is perfectly in exercise of the statutory right of the respondent-wife. However, but for a casual reference to the other grounds set out in the petition, the High Court has not considered those at all. It was observed peremptorily that the contrary statements of the witnesses should be tested in a trial and there is no question of the veracity of the allegations in the FIR or charge-sheet being considered, at this stage. This cannot be upheld especially when the statement leading to the charge-sheet does not have any grounds leading to an allegation under Section 498-A of the IPC.*

14. *We have already held, but for marital squabbles blown out of proportion there is nothing substantial in the complainant leading to the registration of crime under Section 498-A. Reference can be usefully made to the trite principle for exercise of powers under Section 482 of*

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Cr. P.C. from the oft quoted decision in State of Haryana v. Bhajan Lal². Suffice to refer to one of the grounds laid down by the Constitution Bench, but with a caveat that there cannot be any precise, clearly defined and sufficiently channelized and inflexible guideline or rigid formulae :

“(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.”

15. The respondent who appeared in person has specifically taken us through the Division Bench order of the High Court of Delhi which absolved her from the contempt proceedings; especially the observation that the attempt of initiating the contempt is only a coercion to participate in the second motion for divorce. It was also found that an affidavit of undertaking recorded at the first motion would crystallise into an undertaking only if the terms are agreed upon and divorce is consented to by both the parties at the second motion. We are quite in agreement with the finding regarding the second motion, as already observed. But on the question of the maintainability of contempt proceedings, we need not say anything further, since it has been informed across the Bar that there is an SLP filed from the said order and that in the event of closure of all proceedings under Article 142, the appellant would not pursue the same.

16. The facts as detailed by us herein above and the acrimonious relations between the parties for the last 8 years without any let-up and the multiple legal proceedings pending, clearly indicate that the relationship has irretrievably broken down. We are convinced that the invocation of Article 142 is imperative in the above case to do complete justice to both the parties, on being satisfied that the marriage has been rendered totally unworkable, emotionally dead and beyond salvation as held in Shilpa Sailesh¹. What remains is only the terms on which the parties could go their separate ways to live their lives

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independently, without the yoke of a troubled marriage. The terms of the settlement agreed upon according to us, does justice to the estranged wife and does not unduly burden the husband.

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21. We hence quash the criminal proceedings initiated as CC No. 136/PW/2018 pending before the Metropolitan Magistrate, 15th Court at Sewree Mumbai for offence punishable under Section 498-A, 406 r/w Section 34 of the IPC. We also allow the application filed under Article 142 of the Constitution of India dissolving the marriage between the appellant and the second respondent finding the marriage to have irretrievably broken down, in the best interest of both the parties and for doing complete justice, but subject to the following terms:

I) The appellant shall deposit the entire arrears to the Society as on today and upto 1st September, 2025, with the Society as the maintenance charges for the apartment namely A-52, Kalpataru Habitat, Dr. S.S. Rao Road, Mumbai, alongwith the two car parking areas upon which the Society shall give a no-encumbrance certificate to the appellant as also issue the ownership certificate in his name.

II) Along with the above documents the appellant shall execute a gift deed on or before 30.08.2025 on any date informed by written notice; by the appellant to the respondent, with due acknowledgment taken.

III) We have seen from the records that the draft of the deed was exchanged between the parties and both the appellant and the respondent No. 2 shall be present before the jurisdictional Registrar for execution and registration on the date notified.

IV) If the respondent No. 2 does not turn up on the said date, the jurisdictional Registrar shall acknowledge and record the presence of the appellant and in that event the appellant and the respondent shall be present on 15.09.2025 before the Registrar for execution of the deed.

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V) If the appellant does not comply with the above, then the order of divorce shall not come into effect. However, if the respondent does not present herself on the date notified by the appellant and on such failure even on the date specified by us, the divorce shall come into effect.

VI) All proceedings, civil and criminal, initiated by the parties to the marriage now dissolved, in relation to or arising out of such marriage, shall stand closed. There shall also be no further proceedings, both civil and criminal instituted, by the respective parties, on any aspect arising out of in relation to the marriage.

22. The Criminal Appeal stands allowed along with the application under Article 142 of the Constitution of India dissolving the marriage between the appellant and the second respondent on the ground of irretrievable break down, subject to the terms and conditions specified above. All proceedings pending between the parties shall stand closed and there shall be no further proceedings initiated by either parties, relatable to their marriage, which stands dissolved by this judgment, on the terms and conditions being complied with."

(Emphasis Supplied)

28. Again coming to the facts of the case, even at the cost of repetition, we would like to mention that as per the Settlement Agreement, the Appellant-Husband was to pay ₹75,00,000/- as first installment of the final settlement amount along with a sum of ₹14,00,000/- for purchase of the car, both of which had been complied with. The Appellant-Husband has also returned the jewellery items as per APPENDIX A to P to the Respondent-Wife. The Respondent-Wife, as part of her obligations under the Settlement Agreement, transferred ₹2,52,38,794/- to the Appellant-Husband at the time of filing the First Motion Petition.
29. However, the Respondent-Wife refused to honour the terms of the Settlement Agreement and refused to sign the Second Motion Petition stating that she had withdrawn her consent from the divorce. Though it is well within the law, for any party, to withdraw consent at any

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stage before grant of divorce by mutual agreement, however, in case a compromise deed or a settlement agreement has been entered in between the parties regarding the full and final settlement of their disputes, then in that case it is not open for the party to step back from the terms and conditions so arrived between them.

30. It is trite law that once the parties have entered into a settlement agreement which was duly authenticated by the mediator, in case of any resilement from such terms as agreed upon in the settlement, the resiling party must be encumbered with heavy costs. Any deviation from the terms of the settlement arrived in mediation and later confirmed by the Court should be dealt with strictly as such deviation harbors an attack to the foundational basis of the entire process of mediation. This Court in the case of ***Gimpex Private Limited v. Manoj Goel***, reported as (2022) 11 SCC 705, while dealing with a compromise entered between the parties in case of cheque dishonour, held that the parties cannot be allowed to reverse the effect of a settlement agreement by pursuing either original or subsequent complaints. A three-Judge Bench of this Court therein emphasized that a settlement once entered and authenticated by a mediator subsumed the original complaint. The relevant portion of the said judgment is reproduced herein under:

“41. When a complainant party enters into a compromise agreement with the accused, it may be for a multitude of reasons — higher compensation, faster recovery of money, uncertainty of trial and strength of the complaint, among others. A complainant enters into a settlement with open eyes and undertakes the risk of the accused failing to honour the cheques issued pursuant to the settlement, based on certain benefits that the settlement agreement postulates. Once parties have voluntarily entered into such an agreement and agree to abide by the consequences of non-compliance of the settlement agreement, they cannot be allowed to reverse the effects of the agreement by pursuing both the original complaint and the subsequent complaint arising from such non-compliance. The settlement agreement subsumes the original complaint. Non-compliance of the terms of the settlement agreement or dishonour of cheques issued subsequent to it, would then give rise to a fresh cause of action attracting liability

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under Section 138 of the NI Act and other remedies under civil law and criminal law.

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C.2. Liability arising from the settlement agreement

49. Once a settlement agreement has been entered into between the parties, the parties are bound by the terms of the agreement and any violation of the same may result in consequential action in civil and criminal law.”

(Emphasis Supplied)

31. The exception to the above rule is that a party can resile from the Settlement Agreement arrived in the mediation proceedings is, if it successfully demonstrates that the said Settlement Agreement was procured by force, fraud or undue influence. The party can also resile from the Settlement Agreement on account of non-fulfillment of any of the conditions by the opposite party as set out in the Settlement Agreement.
32. The Respondent-Wife alleged that the Appellant-Husband assured the Respondent-Wife that apart from the considerations specified in the Settlement Agreement, the Appellant-Husband would give ₹120 Crores worth of jewellery along with gold biscuits worth ₹50 Crores in lieu of the stridhan (apart from those mentioned in the Settlement Agreement) to her before signing of the Second Motion Petition. However, since the Appellant-Husband did not adhere to his promise, the Respondent-Wife did not sign the Second Motion Petition.
33. Another argument raised by the Respondent-Wife, that she only agreed to exclude these terms from the Settlement Agreement upon being asked so by the Appellant-Husband in order to avoid alerting the Income Tax Department and to evade any liability towards wealth tax, is highly egregious. We are appalled at the sheer audacity of such a submission being advanced before a court of law and deplore the evident disregard exhibited towards the legal system.
34. We are not impressed by the reasons given by the learned counsel of the Respondent-Wife for resiling out of the Settlement Agreement. It is difficult to comprehend as to why in the Settlement Agreement the condition for return of jewellery and gold biscuits have not been mentioned. It is an admitted position that the Respondent-

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Wife had signed the Settlement Agreement and we are not sure as to why she, being a mature and educated woman assisted by her advocate, did not press for the inclusion of these conditions in the Settlement Agreement.

35. In addition, we find no plausible explanation as to why the Respondent-Wife waited for eight long months from the date of the Second Motion Petition before initiating the DV proceedings. It is evident from the WhatsApp chats dated 17.02.2025 between them, wherein the Respondent-Wife listed all articles she sought to be returned, that were not a part of the Settlement Agreement, that the said list did not make any mention whatsoever of any jewellery worth ₹120 crores or gold biscuits worth ₹50 crores, which she claims were assured to her by the Appellant-Husband. Notably, these allegations were raised for the first time only in the DV complaint. This prolonged delay in raising such a substantial ground raises serious suspicion as to the credibility and authenticity of the allegations made therein in blatant disregard of the terms of the Settlement Agreement. In addition to this, with regard to the email sent by the counsel for the Appellant-Husband dated 21.02.2025, wherein it was mentioned that the Appellant-Husband would make good all other obligations, apart from those mentioned in the Settlement Agreement, it must have been in pursuance of the list of items sent by the Respondent-Wife through the WhatsApp chat dated 17.02.2025 and it cannot be construed in such a manner that it would have included the demands for jewellery worth ₹120 Crores or gold biscuits worth ₹50 Crores.
36. Reliance was placed upon by the learned counsel for the Respondent-Wife on certain judgments, however, all the said cases would not apply in the present case for the following reasons:
 - A. ***Smt Sureshta Devi v. Om Prakash***, reported as (1991) 2 SCC 25: The Respondent-Wife relied on the said judgment to the effect that the consent of the parties must subsist not only at the stage of filing of the petition but also, is required to continue to exist till the passing of the final decree. However, in the present case, regarding the withdrawal of consent before the Second Motion, the Respondent-Wife could not prove any fraud, force, or undue influence and her withdrawal of consent is merely on the ground of non-adherence to the promise made

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by the Appellant-Husband which was not even the part of the Settlement Agreement and thus, cannot benefit her to initiate another proceeding.

- B. *Hitesh Bhatnagar v. Deepa Bhatnagar***, reported as (2011) 5 SCC 234: The Respondent relied on the said judgment to the effect that one of the parties could withdraw his/her consent at any time before passing of the decree. In the said case, the agreement was entered into between the parties independently, however, in the present case the settlement was arrived upon mediation between the parties on specific order of the Court and which was also later ratified by the Court.
- C. *Smruti Pahariya v. Sanjay Pahariya***, reported as (2009) 12 SCC 338: The said judgment of the Court was given after following the reasoning given in the case of ***Surestha Devi*** (*supra*) which has been already distinguished above.

Proceedings under the DV Act

37. A careful perusal of the complaint filed by the Respondent-Wife under the DV Act depicts that there are no specific allegations regarding any sort of domestic violence that could emanate from the pleadings. The Respondent-Wife has failed to mention any event describing any sort of violence carried out either by the Appellant-Husband or his mother. A criminal complaint regarding domestic violence, with mere reference to the names of the family members or the husband without any specific allegation that points towards their active involvement in commission of such an act of violence, shall be nipped in the bud.
38. While we are conscious of the fact that the parties to a long standing marital dispute are often fuelled by emotions, we cannot allow such emotions to take a drastic turn in as much as allowing the bursts of emotions to form the basis of criminal prosecution. Such criminal prosecution, if allowed, would lead to an abuse of law and cause harassment.
39. It is evident from the petition filed by the Respondent-Wife that apart from the Appellant-Husband's non-compliance with the condition of giving ₹120 Crores and gold biscuits worth ₹50 Crores, all the other allegations seems to be trivial disagreements exaggerated, solely to justify the institution of the complaint under the DV Act.

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40. Moreover, we cannot be oblivious to the fact that, admittedly, since the last couple of years (from 2022-23), the Respondent-Wife is living separately from the Appellant-Husband. The proceedings under the DV Act appear to be premeditated, one filed in order to sustain some sort of litigation between the parties after she had resiled from the Settlement Agreement, as it was evidently for the first time in a long span of about 23 years of their sustained marriage, that such a petition alleging domestic violence has been filed by the Respondent-Wife. The proceedings initiated under the DV Act were merely an afterthought, as they were filed after notice was issued in the contempt petition filed by the Appellant-Husband.
41. Therefore, we are of the view that the proceedings under the DV Act as initiated by the Respondent-Wife are liable to be quashed, the continuance of which would be an abuse of the process of law.

ARTICLE 142(1) AND IRRETRIEVABLE BREAKDOWN OF MARRIAGE

42. Now we shall proceed on to adjudicate upon the application filed by the Appellant-Husband under Article 142(1) to examine if in the instant case, exercise of powers under Article 142(1) of the Constitution of India for dissolution of marriage would be justified.
43. Article 142(1) of the Constitution of India grants powers to the Supreme Court to pass any orders or decree in order to achieve complete justice. Article 142(1) has been reproduced hereinbelow for easy reference:

“142. Enforcement of decrees and orders of the Supreme Court and orders as to discovery, etc.—(1)
The Supreme Court in the exercise of its jurisdiction may pass such decree or make such order as is necessary for doing complete justice in any cause or matter pending before it, and any decree so passed or order so made shall be enforceable throughout the territory of India in such manner as may be prescribed by or under any law made by Parliament and, until provision in that behalf is so made, in such manner as the President may by order prescribe.

(2) Subject to the provisions of any law made in this behalf by Parliament, the Supreme Court shall, as respects

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the whole of the territory of India, have all and every power to make any order for the purpose of securing the attendance of any person, the discovery or production of any documents, or the investigation or punishment of any contempt of itself."

This vast power vested in the highest court of the country by the insertion of the phrase "*such order as is necessary for doing complete justice*" has been done with the intent to protect the interests of the persons (and not merely "the litigants") approaching the institution of judiciary with the hopes of seeking justice. Having been empowered with these extraordinary powers, it is the quintessential duty of this Court to ensure that the parties who are present before it are not left remediless merely because certain statutory gaps exist and their rights are adequately safeguarded.

44. Irretrievable breakdown of marriage is not a valid ground under the Act for the ground of divorce. The Act permits a decree of divorce to be passed either when certain matrimonial offences have been committed by either party or through mutual consent. The jurisprudence pertaining to the grant of divorce under Article 142(1) on the ground of irretrievable breakdown of marriage has been developed with caution through various judgments.
45. A Constitution Bench of this Court in the judgment of ***Shilpa Sailesh v. Varun Sreenivasan***, reported as (2023) 14 SCC 231 held that the power to grant divorce under the aegis of Article 142(1) is exercisable by this Court only in those cases where in the opinion of the Court, there has been a "*complete and irretrievable breakdown*" of the marriage. This Court therein however specified that irretrievable breakdown of marriage has to be ascertained factually while weighing all the underlying circumstances. This relevant paragraphs from ***Shilpa Sailesh*** to this effect are reproduced hereinbelow:

"62. Having said so, we wish to clearly state that grant of divorce on the ground of irretrievable breakdown of marriage by this Court is not a matter of right, but a discretion which is to be exercised with great care and caution, keeping in mind several factors ensuring that 'complete justice' is done to both parties. It is obvious that this Court should be fully convinced and satisfied that the marriage is totally unworkable, emotionally dead and

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beyond salvation and, therefore, dissolution of marriage is the right solution and the only way forward.

63. That the marriage has irretrievably broken down is to be factually determined and firmly established. For this, several factors are to be considered such as the period of time the parties had cohabited after marriage; when the parties had last cohabited; the nature of allegations made by the parties against each other and their family members; the orders passed in the legal proceedings from time to time, cumulative impact on the personal relationship; whether, and how many attempts were made to settle the disputes by intervention of the court or through mediation, and when the last attempt was made, etc. The period of separation should be sufficiently long, and anything above six years or more will be a relevant factor. But these facts have to be evaluated keeping in view the economic and social status of the parties, including their educational qualifications, whether the parties have any children, their age, educational qualification, and whether the other spouse and children are dependent, in which event how and in what manner the party seeking divorce intends to take care and provide for the spouse or the children. Question of custody and welfare of minor children, provision for fair and adequate alimony for the wife, and economic rights of the children and other pending matters, if any, are relevant considerations. We would not like to codify the factors so as to curtail exercise of jurisdiction under Article 142(1) of the Constitution of India, which is situation specific. Some of the factors mentioned can be taken as illustrative, and worthy of consideration."

(Emphasis Supplied)

46. In ***Rinku Baheti v. Sandesh Sharda***, reported in (2025) 3 SCC 686, it was held that the Court is required to take a holistic view on the relationship between the parties and then conclude whether there is an irretrievable breakdown of marriage. The relevant portion from the judgment is reproduced herein below:

"43. Unlike a divorce proceeding before the Family Court, where the court is bound by the fault-divorce provisions

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contained in the HMA and other allied legislations and thus has to necessarily appreciate the evidence to give a finding about whether a party had indeed committed the alleged matrimonial offence or not, this Court while dealing with an application seeking divorce under Article 142(1) of the Constitution can depart from the said procedure as well as the substantive laws by acting as a problem solver and balancing out the equities between the conflicting claims. This Court is therefore not required to look deep into the veracity of the detailed allegations made by the parties against each other to find as to who is at fault, but is required to take a holistic view on the relationship between the parties and conclude if there is an irretrievable breakdown of the marriage and the parties have no scope of reconciliation. Thus, the thrust of considering an application under Article 142(1) of the Constitution is in order to ascertain whether there is an irretrievable breakdown of marriage between the parties and as a result, it is in their interest that they should part ways by passing a decree of divorce by exercising jurisdiction under Article 142(1) of the Constitution and thereby doing complete justice between the parties.”

(Emphasis Supplied)

47. Even recently, in the case of **Trisha Singh** (*supra*) this Court was faced with a similar situation wherein the wife resiled from the terms of settlement as agreed before the mediator, and this Court while relying upon **Ruchi Agarwal** (*supra*) held that such conduct from wife proves that the marriage has been irretrievably broken down and therefore granted divorce under Article 142(1) of the Constitution of India. The relevant portions from the judgment are reproduced hereinunder:

“3. It is thus manifest that there was a clear undertaking by the parties before the Mediator that they shall part ways peacefully.

4. It is also clear that the respondent-husband had voluntarily paid a sum of Rs. 20 lakhs for the support of his child during the period from March, 2020 to October, 2023. The respondent-husband also paid a sum of Rs. 50 lakhs

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to the petitioner-wife in the terms of the settlement. The remaining amount of permanent alimony has been agreed to be paid as per the schedule indicated in the settlement deed. Out of this agreed amount, the respondent-husband has paid a sum of Rs. 50,00,000/-(fifty lacs) only to the petitioner-wife.

5. However, today when the matter was taken up, this Court was apprised that the petitioner-wife seems to have resiled from the settlement agreement.

6. Learned counsel for the petitioner-wife has affirmed that his client has stopped instructing him in the matter. Acting on the terms of the settlement, the respondent-husband has already withdrawn the matrimonial case on 23rd April, 2024 which fact is recorded in the order sheet of the Family Court placed on record with I.A. No. 112620 of 2024 and thus he is abiding by the terms of settlement in letter and spirit.

7. It seems, the petitioner-wife having taken advantage of the settlement executed before the Mediator has managed to get the matrimonial case instituted by the respondent-husband withdrawn. She has also accepted a sum of Rs. 50 lakhs from the respondent-husband towards part payment of the permanent alimony and thereafter, she is trying to resile from the settlement without any justification. The conduct of the petitioner-wife is clearly, recalcitrant inasmuch as she has disregarded the terms and conditions agreed before the Mediator in the settlement proceedings which were undertaken pursuant to the directions of this Court. Not only this, because of her conduct, the respondent-husband has been put to grave disadvantage inasmuch as he has withdrawn the matrimonial case and has also paid a significant proportion of the permanent alimony to the petitioner-wife in terms of the settlement agreement.

8. Learned counsel for the respondent-husband on instructions states that his client undertakes to abide by the remaining terms and conditions of the settlement agreement in letter and spirit and shall make due payments on the schedule dates if the marriage is dissolved.

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9. A similar situation was examined by this Court in the case of *Ruchi Agarwal v. Amit Kumar Agrawal*...

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10. On going through the material available on record, we find that the matrimonial relations between the spouses have broken down irrevocably and there is no possibility of reconciliation and revival of the spousal relationship. Hence, looking at the conduct of the petitioner-wife as indicated supra and the other attending facts and circumstances, we are inclined to exercise the powers under Article 142 of the Constitution of India so as to grant decree of divorce and hence, the marriage between the petitioner and the respondent is dissolved.

11. However, it is made clear that the respondent in terms of the settlement shall make the remaining payment to the petitioner.

12. The petition is allowed in these terms.”

(Emphasis Supplied)

48. The aforesaid line of reasoning has been continuously adopted by this Court in a catena of judgments including but not limited to **Vishal Shah v. Monalisha Gupta** reported in 2025 SCC OnLine SC 383; **Vineet Taneja v. Ritu Johari** reported in (2025) 3 SCC 732; **Neha Lal v. Abhishek Kumar** reported in 2026 SCC OnLine SC 95.
49. A perusal of the dicta laid down by this Court in the above mentioned judgments and several others holding authority on the said law point makes it crystal clear that the Court while exercising its power under Article 142(1) for grant of divorce has to first conclude that there has been an irretrievable breakdown of marriage.
50. In the case at hand, the Appellant-Husband had first filed a divorce petition being H.M.A. No. 275/2023 under Sections 13(1)(i-a) & 13(1)(i)(a) of the Act, which was later withdrawn as per the terms of the Settlement Agreement. Further, in the petition for divorce by mutual consent filed on joint petition by both the parties, First Motion Petition has been allowed *vide* order dated 14.08.2024 and the Second Motion Petition has not been filed as yet.

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51. Apart from the above, the parties have been admittedly living separately from around 2022-23. Both the children of the parties have attained majority and are now living their respective lives. Moreover, even after the Settlement Agreement, the Respondent-Wife proceeded to file a case of domestic violence against the Appellant-Husband and his mother. Thus, we are convinced that the sacrosanct thread tying the parties in this martial relationship has been snapped for long now and we perceive no possibility that they could be united (for good) in a matrimonial relationship.
52. On going through the materials on record, it is evident that there has been a complete and irretrievable breakdown of the matrimonial relationship between the parties. In such a case, when there is no scope of parties peacefully co-existing together, we see no point in continuation of any sorts of litigation in between the parties arising solely out of the matrimonial discord.
53. Thus, in the light of the abovestated facts, we conclude that the present is a fit case for exercise of powers under Article 142(1) to grant a divorce as there had been an irretrievable breakdown of the marriage.

Prevailing Position of the Settlement between the Parties

54. We notice that various terms and conditions have been set out in the Settlement Agreement and out of all such conditions, some have been already performed by the parties and the rest are yet to be completed. The following table indicates the terms of the Settlement Agreement between the parties and their status:

S. No.	Condition of the Settlement Agreement	Status of Completion
1.	Dissolution of Marriage by Mutual Consent: Parties agreed to dissolve their marriage under Section 13B(1) and 13B(2) of the Hindu Marriage Act by filing a joint petition.	Partially Completed: The First Motion was jointly filed and granted by the Family Court on 14.08.2024, However, the Second Motion was not signed as the Respondent-Wife withdrew her consent.

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2.	Withdrawal of Fault-Based Divorce Petition: The Appellant-Husband undertook to withdraw his pending Divorce Petition (H.M.A. No. 275/2023) filed on grounds of adultery and cruelty.	Completed
3.	Payment of First Installment (Alimony): Appellant-Husband agreed to pay ₹75,00,000/- via Demand Draft towards full and final settlement at the time of recording the First Motion.	Completed
4.	Payment for Purchase of a New Car: Appellant-Husband agreed to pay an additional ₹14,00,000/- via Demand Draft for the purchase of a car at the time of the First Motion.	Completed
5.	Handing over of Jewellery (Appendix A to P): Appellant-Husband agreed to hand over specific jewellery items listed in Appendix A to P to the Respondent-Wife at the time of the First Motion.	Completed
6.	Execution of Gift Deed/Indemnity for Funds: Respondent-Wife agreed to execute a Gift Deed/forfeit her claim to ₹2,52,38,794/- to validate accounts reflected in the Appellant-Husband business.	Completed
7.	Relinquishment of Properties, Shares, and Policies: Respondent-Wife obligated to forfeit her rights and execute transfer documents/gift deeds for properties (in Mascot & Neo Town), LIC/Bajaj Allianz policies, and company shares (Globe Capital, K.L. Rathi Steels) back to the Husband.	Pending/Not Complete
8.	Investment in PPF Account & Handover of Passbook: A Sum of ₹4,77,129/- has been invested in the PPF Account No. 152900PPF00000031787 under the name of the Respondent-Wife. The Appellant-Husband was required to hand over the PPF passbook to the Wife at the time of recording the Second Motion	Pending/Not Complete

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9.	Payment of Second Installment (Alimony): Appellant-Husband agreed to pay the remaining balance of ₹70,22,871/- via Demand Draft at the time of recording the Second Motion.	Pending/Not Completed
10.	Bar on Future Litigation: Both parties undertook that neither they nor their family members would institute any civil or criminal proceedings against each other regarding the matrimonial discord in the future.	Breached/Not Completed

DIRECTIONS

55. In the above situation, we pass the following directions:

- i. The criminal appeal stands allowed and the proceedings initiated by the Respondent-Wife pursuant to DV Complaint No. 3186/2025 are quashed hereby and the Impugned Order is set aside.
- ii. The application filed by the Appellant-Husband under Article 142(1) for grant of divorce stands allowed and the marriage between the party is dissolved subject to the terms specified hereunder.
- iii. Contempt Case (C) No. 19 of 2026 pending before the High Court of Delhi filed by the Appellant-Husband and all consequential proceedings thereto stands closed.
- iv. The Appellant-Husband shall pay the remaining amount of ₹70,22,871/- (after deduction of a sum of ₹4,77,129/- towards PPF Account) and he shall also handover the passbook of the said PPF Account in the bank account of the Respondent-Wife within two (2) weeks from the date of the judgment. In case the Appellant-Husband fails to comply with the same, the divorce shall not come into effect.
- v. Immediately after the transfer of the amount mentioned in the preceding clause, on the next working day, the parties shall appear before the jurisdictional Registrar to execute all the relinquishment deeds as agreed between the parties as per Clause 8(E) of the Settlement Agreement within four (4) weeks from the date of the judgment. If the Respondent-Wife

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fails to appear on the said date, the jurisdictional Registrar shall acknowledge and record the presence of the parties and the Registrar shall register such deed in the favour of the Appellant-Husband on the said date itself and the rights of the Respondent-Wife would be relinquished.

- vi. The amount of ₹89,00,000 as deposited by the Respondent-Wife before the High Court of Delhi shall be returned back to her along with the interest accrued on the said amount within two (2) weeks from the date of receipt of the bank details submitted by the Respondent-Wife to the Registrar General of the High Court.
 - vii. All proceedings, civil and criminal, initiated by the Appellant-Husband or the Respondent-Wife, their family members, relatives, friends, in relation to or arising out of such marriage between the parties, shall stand closed and quashed. In addition to this, there shall be a complete bar on all future proceedings, either civil or criminal, by the Appellant-Husband or the Respondent-Wife, their family members, relatives, friends, on any aspect arising out of or in relation to the marriage.
 - viii. A copy of this judgment shall be sent to the Courts concerned for taking action as per the directions in this judgment. However, if there is any other case arising out of the matrimonial dispute, though not mentioned in the list, but pending, the same shall also stand disposed of on production of a copy of this judgment by the parties.
56. Pending application(s), if any, shall also stand disposed of.

Result of the case: Appeal allowed.

**Headnotes prepared by:* Nidhi Jain