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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 116/2026, CRL.M.A. 391/2026, CRL.M.A. 392/2026**
DHANANJAY RATHIPetitioner

Through: Mr. Prabhjit Jauhar and Mr. Sehaj
Kataria, Advocates.

versus

RUCHIKA RATHIRespondent

Through: Mr. Prashant Mendiratta, Ms. Poonam
Mendiratta, Mr. Sanchit Saini, Mr.
Chaitanya Girdhar, Ms. Vaishnavi
Saxena, Mr. Taarak Duggal and Mr.
Shaurya Olakh, Advocates with
Respondent (in-person).

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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07.01.2026

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 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 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 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.

ANUP JAIRAM BHAMBHANI, J

JANUARY 7, 2026

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