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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of Decision: 19.05.2026***

+ **CONT.CAS(C) 986/2022**

RENU AHUJA

.....Petitioner

Through: Ms. Mahima Dayani, Advocate.

versus

JATINDER KUMAR AHUJA

.....Respondent

Through: Mr. Ankit Sibbal, Mr. Rohitt Kumar
Yadav and Mr. Akash Katiyar,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. Respective counsel for the parties, on instructions, submit that a settlement agreement has been arrived at between the parties during the course of mediation. A copy of the same has been handed over during the course of hearing. The same reads as under:

DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
DELHI HIGH COURT AT NEW DELHI
Date: 13.05.2026

M & C FILE No. 1507/2026
CONT. CAS. (C) 986/2022
Renu Ahuja Vs. Jatinder Kumar Ahuja

SETTLEMENT AGREEMENT

This Settlement agreement is entered in to on 13.05.2026.

BETWEEN

Smt. Renu Ahuja, aged 77 years, D/o Late Sh. Shanti Swaroop Sahgal, Resident of 1105, SaralSatya Legacy, Plot No. 225, Khairpur Gurjar, Knowledge Park V, Greater Noida, Uttar Pradesh (hereinafter referred to as the "**First Party/Petitioner**"), which expression shall, unless repugnant to the context, include her legal heirs, successors and permitted assigns)



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AND

Sh. Jatinder Kumar Ahuja, aged 84 years, S/o Late Sh. R. K. Ahuja, Resident of 1411, Bliss Bhawan, Heavenly Palace, Doraha, Rampur Road, Near Military Area, Doraha, Punjab – 141421, (Hereinafter referred to as the “**Respondent / Second Party**” which expression shall, unless repugnant to the context, include his legal heirs, successors and permitted assigns)

The First Party and Second Party shall hereinafter collectively be referred to as the “**Parties**”.

WHEREAS that the Parties were married on 11.07.2003 at New Delhi according to Hindu rites and ceremonies. No child was born from the said wedlock.

AND WHEREAS that due to differences having arisen between the Parties, they started living separately around April–May 2015, and thereafter mutually decided to dissolve their marriage by way of mutual consent.

AND WHEREAS That the Parties executed a Memorandum of Understanding dated 15.04.2016, recording the terms of settlement between them, including terms relating to maintenance, residence, medical expenses, insurance, fixed deposit and other financial arrangements.

AND WHEREAS That pursuant to the said arrangement, the Parties filed a petition under Section 13-B(1) of the Hindu Marriage Act, 1955, being HMA No. 396 of 2016, before the Court of the Principal Judge, Family Court, Patiala House Courts, New Delhi, which was disposed of vide order dated 14.05.2016.

AND WHEREAS that thereafter the Parties filed the second motion petition under Section 13-B(2) of the Hindu Marriage Act, 1955, being HMA No. 974 of 2016, and the decree of divorce by mutual consent was passed vide order dated 02.12.2016.



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AND WHEREAS that under the said arrangement, the Second Party had created/was required to create a Fixed Deposit in the sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh Only) in joint names and the interest / monthly return from the said Fixed Deposit was to be paid to the First Party towards her monthly maintenance, earlier recorded as approximately Rs. 22,500/- (Rupees Twenty Two Thousand and Five Hundred Only) per month, subject to confirmation from the record.

R. Ahuja

[Signature]

AND WHEREAS that disputes subsequently arose between the Parties regarding the said Fixed Deposit, as the First Party alleged that the Second Party had encashed / closed the said Fixed Deposit allegedly without her consent and continued to pay only the monthly amount / interest to her, instead of maintaining the Fixed Deposit as contemplated under the earlier settlement.

AND WHEREAS the First Party filed a Cont. Cas (C) 986/2022 before the Hon'ble High Court of Delhi.

AND WHEREAS the Parties in the matter bearing CONT. CAS (C) 986/2022 were referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 25.04.2026 passed by Hon'ble High Court of Delhi.

AND WHEREAS the parties agreed that Ms. Anjali Vohra, Advocate would act as mediation in their matter of mediation proceedings.

AND WHEREAS that the Second Party has agreed to pay the entire principal amount of Rs. 33,00,000/- (**Rupees Thirty Three Lakh Only**) which has been deposited in this court vide Fixed Deposit Receipt No. 395406 in UCO Bank, Delhi High Court Branch in the name of Registrar General Delhi High Court dated 30.04.2025, to the First Party and the First Party has agreed that the interest generated/accrued on the said amount till date shall belong to and be retained/returned to the Second Party, in full and final settlement of all claims arising out of the earlier settlement, divorce proceedings, FD arrangement and all connected disputes. A copy of the Fixed Deposit receipt dated 30.04.2025 is hereby annexed and marked as **Annexure-A**.



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AND WHEREAS That the Parties are entering into the present Settlement Agreement voluntarily, without any force, fraud, coercion, pressure or undue influence, and with the intent to finally close all civil, criminal, matrimonial, contempt and other litigations / claims between them.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. FINAL MONETARY SETTLEMENT

- a. The Second Party shall pay a total sum of Rs. 33,00,000/- (**Rupees Thirty Three Lakh Only**) to the First Party which has been deposited in this court vide Fixed Deposit Receipt No. 395406 in UCO Bank, Delhi High Court Branch in the name of Registrar General Delhi High Court dated 30.04.2025 towards full and final settlement of all claims relating to the Fixed Deposit, maintenance, monthly interest, previous settlement terms, matrimonial disputes, contempt proceedings and all connected claims.
- b. That the Second Party shall furnish its no objection before the Hon'ble Court and Registrar of this Hon'ble Court as and when required for the release, of the Fixed Deposit amounting to Rs.33,00,000/- (**Rupees Thirty Three Lakh Only**) deposited pursuant to the order dated 30.04.2025 in favour of the First Party.
- c. The Parties specifically agree that the principal amount of Rs.33,00,000/- (**Rupees Thirty Three Lakh Only**) alone shall be paid to the First Party and any interest generated / accrued / earned till date from the said amount / Fixed Deposit / funds shall be retained and returned to the Second Party.

R. Ahuja

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SAMADHAN

d. The First Party confirms that upon receipt of the aforesaid sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh Only), she shall have no further claim, demand or right against the Second Party in respect of the said Fixed Deposit or any earlier arrangement relating thereto.

e. The amount of Rs. 33,00,000/- (Rupees Thirty Three Lakh Only) shall be released to the first party unconditionally, in the following bank account:

Name on account: Renu Ahuja

Account no.: 50100424311692

IFSC Code: HDFC0001209

Branch: Mohali, Punjab

2. The balance amount i.e., interest amount shall be returned to the Second Party in the following Bank Account:

Name: Jatindar Kumar Ahuja,

Account No:- 00111000017505

Bank:- HDFC Bank

Branch: Vasant Vihar,

IFSC Code:- HDFC 0000011

3. INSURANCE AND MEDICAL LIABILITY

a. The Parties agree that after execution of this Agreement, the Second Party shall have no liability or obligation towards any insurance policy, medical insurance, health cover, premium, renewal, medical expenses, reimbursement or allied financial assistance for the First Party nor shall there be any medical cost liability of the First Party upon the Second Party.

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[Signature]



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- b. Any insurance policy, medical policy, health policy or similar cover previously taken, maintained or paid for by the Second Party for the benefit of the First Party may be terminated by the Second Party.
- c. In case the First Party wishes to continue any such policy, she shall be solely responsible to have the same transferred / taken over / continued in her own name and at her own cost, subject to the rules of the concerned insurer.
- d. The Second Party shall not be liable for any lapse, discontinuation, rejection, cancellation or non-renewal of any such insurance policy after execution of this Agreement

4. WITHDRAWAL OF LITIGATION

- a. The First Party undertakes to withdraw and settle, all pending litigations, petitions, complaints, applications, executions, contempt proceedings and claims filed by her against the Second Party arising out of the matrimonial relationship, divorce settlement, FD arrangement or previous settlement terms.
- b. The following litigations are to be withdrawn by the First party within 15 days to the **receipt of the Settlement amount Rs. 33,00,000/-**, (Rupees Thirty Three Lakh Only)
 - i. Renu Ahuja vs State and Ors., CT case 7047/2023 pending in Patiala House Court, Delhi.
 - ii. Renu Ahuja Vs. Jatinder Kumar Ahuja, CA/377/2025 pending before Ld. AdJ Ludhiana Court, if not already withdrawn.

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Jatinder Kumar Ahuja



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- c. The Second Party shall withdraw the complaint dated 05.10.2022 filed in the Doraha Police Station, District Ludhiana, Punjab, if not already withdrawn, within 15 days of signing of this present Settlement Agreement.
- d. The Parties agree that any other pending litigations, complaints, executions, contempt proceedings, police complaints, FIRs, criminal complaints, filed by either Party against the other Party, before any court, tribunal, police station or any other body, shall be withdrawn by the respective filing Party. This obligation is mutual and binding upon both Parties equally.
- e. After execution and compliance of this Agreement, neither Party shall initiate any fresh civil, criminal, matrimonial, contempt, execution or other proceedings against the other Party or their respective family members in relation to the marriage, divorce, earlier MOU, FD arrangement, insurance arrangement or any issue settled herein.
- f. The Parties agree that the present Cont. Cas. (C) 986/2022 be disposed of by this Hon'ble Court in terms of the present Settlement Agreement.

5. SUPERSESSION OF EARLIER AGREEMENTS

- a. The Parties agree that the present Settlement Agreement shall supersede all previous agreements, settlements, understandings, undertakings, statements, oral assurances, written arrangements and consent terms between the Parties,

R. Ahuja

[Signature]



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- b. Upon execution and compliance of the present Agreement, neither Party shall rely upon, enforce, revive or initiate any claim on the basis of any previous agreement, settlement, undertaking or arrangement between the Parties.

6. CESSATION OF MONTHLY PAYMENT / INTEREST ARRANGEMENT

- a. The Parties agree that the earlier monthly payment arrangement of approximately Rs.22,500/- (Rupees Twenty Two Thousand and Five Hundred Only) per month or such other amount as may be confirmed from the previous record, shall cease permanently upon signing of this Agreement / receipt of the settlement amount.
- b. The First Party shall not claim any further monthly maintenance, payments to any old age or senior citizen homes, interest, recurring payment, enhancement, arrears, adjustment or continuation of the previous monthly arrangement after execution of this Agreement.
- c. The Second Party shall not be under any obligation to make any monthly payment to the First Party after the execution and compliance of the present Agreement.
- d. That the Parties confirm that neither party shall not be liable for any liability of the other party that may have been incurred in the past or shall be incurred in the future.

R. Ahuja

[Signature]



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7. NO FURTHER CLAIMS

- a. The First Party declares that after receipt of Rs.33,00,000/- (Rupees Thirty Three lakh Only), she shall have no claim towards maintenance, permanent alimony, residence, medical expenses, insurance, FD interest, FD principal, reimbursement, compensation, damages, costs, litigation expenses or any other monetary claim against the Second Party.
- b. The Second Party declares that after compliance of this Agreement, he shall not raise any claim against the First Party in respect of the interest generated / accrued on the FD amount of Rs. 33,00,000/- (Rupees Thirty Three lakh Only), except to the extent specifically agreed herein i.e., interest amount on FD No. 395406 dated 30.04.2025 shall be returned to the First Party that the said interest shall belong to/be retained by/be returned to the Second Party.
- c. The Parties confirm that the present settlement is a complete, final and binding settlement of all disputes between them.

8. END OF PERSONAL, FAMILY AND SOCIAL TIES

- a. The Parties agree that upon execution of this Agreement, all personal, family, social ties between them shall come to an end.
- b. Neither Party shall claim any right of association, communication, family relationship, social relationship, financial dependence or personal involvement with the other Party.

R. Ahuja

[Signature]



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- c. The Parties shall not contact, disturb, interfere with, visit, approach, harass or communicate with each other or each other's family members, relatives, friends, acquaintances or associates, except where required for completion of legal formalities under this Agreement.

9. NO ADMISSION OF LIABILITY

- a. The Parties agree that the present Agreement is being executed to bring quietus to all disputes and avoid further litigation.
- b. The execution of this Agreement shall not be treated as an admission of guilt, liability, contempt, breach, wrongdoing or misconduct by either Party.
- c. All allegations, counter-allegations, claims and defences raised by the Parties in previous proceedings shall stand settled and shall not be used by either Party against the other after compliance of this Agreement.

10. BREACH

- a. In case either Party breaches the terms of this Agreement, the aggrieved Party shall be entitled to seek appropriate legal remedies in accordance with law.

R. Ahuja

[Signature]



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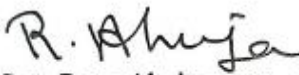
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- b. However, no Party shall be entitled to revive any previous claims except to the limited extent required for enforcement of the present Agreement.

11. BINDING EFFECT

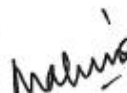
- a. This Agreement shall be binding upon the Parties and their respective heirs, legal representatives, successors, executors and assigns.
- b. The Parties agree and undertake to not dispute or resile from the terms of the present Settlement Agreement.

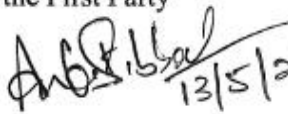
PARTIES SIGNATURES


Smt. Renu Ahuja
(First Party/Petitioner) 13.5.2026


Sh. Jatinder Kumar Ahuja 13/5/26
(Respondent / Second Party)

COUNSEL SIGNATURES


Mahima Dayani, Enrl.No. D/2302/2017
Counsel for the First Party


Ankit Sibbal, Enrl.No. D/1080/2011
Counsel for the Second Party


(Anjali Vohra)
Mediator
gb

2. The parties undertake that they shall remain bound by the terms of the



aforesaid settlement agreement.

3. In terms of the aforesaid settlement agreement, the Registry is directed to release the amount of Rs.33,00,000/- to the first party/petitioner, as set out in Clause 1(e) thereof.

4. The accrued interest on the aforesaid amount shall be released to the second party/respondent in accordance with Clause 2 of the aforesaid settlement agreement.

5. Let the needful be done by the Registry as expeditiously as possible and preferably within a period of one week from today.

6. With the aforesaid directions and binding the parties to the aforesaid undertaking, the present petition stands disposed of.

SACHIN DATTA, J

MAY 19, 2026/at/sv