

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CRIMINAL APPLICATION (HABEAS CORPUS) NO.
17501 of 2025**

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BINDIYABEN BHARAT PATEL

Versus

BHARATBHAI MAHENDRABHAI PATEL & ORS.

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Appearance:

ADITYA A GUPTA(7875) for the Applicant(s) No. 1

DHAIRYA J PATEL(10110) for the Respondent(s) No. 1

DR. M. M. DADHANIA(13285) for the Respondent(s) No. 1

NOTICE SERVED BY DS for the Respondent(s) No. 3,4

MR. CHINTAN DAVE, APP for the Respondent(s) No. 2

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CORAM:HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA

and

HONOURABLE MR.JUSTICE D. M. VYAS

Date : 12/01/2026

ORAL ORDER

(PER : HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA)

[1] Bindiyaben Bharat Patel has filed this petition contending that her daughter, Kimaaya Bharat Patel, has been illegally confined by her husband, Bharatbhai Mahendrabhai Patel.

[2] Upon notice being ordered, the husband voluntarily appeared and pursuant to our directions, he also kept the minor daughter present before the Court.

[3] We interacted with the parents as well as the daughter, and we are happy that both the parents have decided to amicably settle their dispute regarding the custody of the child

by agreeing to keep her in a boarding school where she is presently studying. They have entered into an elaborate settlement agreement, and the same is placed before us. The said settlement agreement reads as follows:-

"SETTLEMENT AGREEMENT"

This Settlement Agreement ("Agreement") is made and executed on this 12th day of January, 2026, at Ahmedabad

BETWEEN

Bharatbhai Mahendrabhai Patel, S/o Mahendrabhai Patel, aged about 39 years, residing at Yog-A wing, 402, Zen County, Dhokshet SH92 Dhokshet, Raigad, Pali 410205, hereinafter referred to as the "**First Party**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors, and assigns) of the ONE PART;

AND

Bindiyaben Bharat Patel, W/o Bharatbhai Mahendrabhai Patel, aged about 36 years, residing at D-304, Sharnam Heights, Khatwada Gam Road, Near Dastan Circle, Ahmedabad 382430, hereinafter referred to as the "**Second Party**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors, and assigns) of the OTHER PART.

The First Party and the Second Party are hereinafter collectively referred to as the "Parties".

WHEREAS:

A. *The First Party and the Second Party were married on 24th April, 2012, at Amreli, Gujarat. The Parties have a minor daughter named Kimaaya Bharat Patel (hereinafter referred as "**Minor Child**" or "**Child**"). The Parties are living separately due to matrimonial disputes.*

B. *That an application under Section 125 of Cr.P.C for maintenance was filed by the Second Party against the First*

Party which was disposed off by way of a settlement agreement dated 06.06.2023. Pursuant thereto, the child was living with the First Party.

C. The child was admitted to a boarding school being Vidya Niketan High School, in June, 2025. In December, 2025, the Second Party took the child from the said school due to which disputes arose between the parties leading to filing of Special Criminal Application No. 17501 of 2025 before the Hon'ble Gujarat High Court at Ahmedabad.

D. The Parties have, on the very day of execution of this Agreement, mutually agreed to resolve all issues amicably and settle the aforesaid Habeas Corpus Petition subject to the terms and conditions set forth hereinbelow.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. It is agreed between the Parties that, for the welfare of the minor child and to avoid wasting her academic year, she shall be readmitted and continue her studies in the current academic year (Standard 7) at the same school i.e. Vidya Niketan High School, situated at Main Road, near S.T. Stand, Bhim Nagar, Panchgani, Maharashtra. Both Parties undertake and declare that they shall not, directly or indirectly, instigate, misinterpret, misrepresent, mislead, misbehave, interfere with, exert pressure upon, harass, or engage in unnecessary or repeated communication with the staff, administration, or authorities of the minor child's school in any manner whatsoever.

2. It is agreed between the Parties that the minor child, Kimaaya, shall study at MIT Vishwashanti Gurukul World School, located at Loni Kalbhor, Maharashtra commencing from her 8th Standard (International Board) (i.e., from the next academic year) for a minimum period of 3 (three) academic years, i.e. up to standard 10th. It is agreed that Kimaaya shall stay in the hostel or premises of the said school. Kalbhor, Maharashtra, pursuant to the admission.

3. It is agreed between the Parties that all fees and academic expenses for MIT Vishwashanti Gurukul World, including but not limited to stationery items, hostel fees (if applicable), uniform expenses, and all other expenses required for minor child, Kimaaya's academics, shall be borne solely by the First Party. All expenses incurred by the child during the period of her stay with either party during holidays, vacations, or festivals, other than those related to her education, and studies during her school, shall be borne by the respective custodial party.

4. *It is agreed between the Parties that in the event the minor child's school is changed from that mutually decided in this Agreement either at the instance of the minor or for any other reason, the Parties shall decide the new Boarding School upon mutual agreement in writing. If the parties are unable to arrive at any mutual agreement, then either party shall be at liberty to revive the present petition.*

5. *The Parties agree and undertake that custody of the minor child shall be shared between them as specified below:*

a. *As the minor child is or will be enrolled in a boarding school; during her holiday(s), vacation(s) or festival(s), the child shall spend half of the holiday(s) or vacation(s) with any one party, and the remaining half with the other Party. It is further clarified that, in the case of festivals, the parties agree that each festival shall be celebrated by the child alternately with each party on a year-to-year basis. The minor child shall remain with the Second Party (mother) during the first half of the Diwali vacation for the year 2026, and thereafter the alternating arrangement shall continue strictly in accordance with the terms hereinabove. The Party taking the child for the first half of the holidays / vacation shall pick up the child from the school, and the Party taking the second half shall drop off the child at the school.*

b. *The Parties agree that the right to take the child for the first half of the vacation shall alternate between them (i.e., if the First Party takes the first half once, the Second Party shall take the first half next time). The same shall also equally apply to single-day holidays or weekly school exeat i.e., from Saturday morning to Sunday evening. Additionally, the Party entitled to the second half of the vacation shall collect the minor child from the other Party at the end of the first half, and the same arrangement shall apply vice versa.*

c. *Both Parties agree that either Party may freely communicate with the minor child while she is in the custody of the other Party. Each Party shall inform the other Party in advance if they intend to pick up the child from school during any holiday or weekly school exeat or vacation as aforesaid. The Second Party shall take the minor child for the first holiday and the first vacation following the execution of this Agreement, whereafter the holidays and vacations shall alternate in the manner agreed herein.*

d. *In the event of sick leave concerning the minor child, both*

parties hold equal rights to and shall alternatively take the child from school or wherever the child may be at that time after informing other party for medical assistance and treatment, if required. The Parties agree to share all medical certificates, test reports, prescriptions, and related records with each other and shall not withhold or conceal any medical information concerning the minor child. In the case of a medical emergency, if the minor child is in custody of either party, the other Party shall have complete visitation rights and during such period. Medical expenses shall be borne by the Party who takes the child for medical assistance and treatment, whereas visitation-related expenses shall be borne by the visiting party.

e. Both Parties agree and undertake that neither Party shall make any excuse such as the minor child voluntarily expressing a desire to go with one Party or give any other reason, to take the child without the other's written consent. In exceptional cases, if any such reason arises, both Parties must mutually agree in writing or obtain the other Party's written consent before taking the minor child including from the school or any other place.

f. In the event of the birthday of the minor child, the Parties hereby mutually agree that they shall be present at the place where the minor child is studying and shall celebrate her birthday together, in the best interests and welfare of the minor child. All visitation-related expenses incurred by either party in this regard shall be borne by the respective visiting party. In the event of any difficulty, impediment, or practical issue in complying with this arrangement, the Parties may, by mutual understanding and written consent, amend or modify this condition.

g. It is agreed between the Parties that in the event the minor child is going on a school picnic or school trip or similar school-organized activity, the parent having prior knowledge thereof shall inform and intimate the other parent of the same, including the date(s) and general nature of such activity. In the event of the Parents-Teachers Meeting conducted by the school of the minor child, the Parties hereby mutually agree that they shall be present in the said meeting together.

6. Notwithstanding the above, the Parties agree and undertake that all expenses, including but not limited to educational expenses, hostel expenses, travel and accommodation expenses incurred by the minor child during her academics and monthly expenses of the child, shall be solely borne by the First Party (father).

7. *It is agreed between the Parties that if either Party changes their or the child's contact number or residential address, they shall intimate the other Party in advance and provide the new details. Neither Party shall go out of telephonic reach, especially when the minor child is with them.*

8. *Neither Party shall speak negatively about the other Party or their family to the minor child, nor attempt to influence the child's affection toward the other Party. Violations shall be considered a material breach, entitling the non-breaching Party to seek immediate modification of custody arrangements through mediation or court.*

9. *In the event either party intends to take the child outside India during his or her custody as agreed hereinabove, it is expressly agreed between the parties that such party shall obtain prior permission of the Hon'ble High Court of Gujarat before taking the child out of India.*

10. *By entering into this Agreement, all the above terms and conditions shall be final and binding on both Parties, and the Parties state that they are fully aware of the same. In the event of breach of any term of this Agreement, the aggrieved Party shall be at liberty to revive the present petition and the party in breach shall lose the right of custody.*

11. *This Agreement has been entered into by both Parties voluntarily, in each other's presence, and without any threat, force, coercion, or undue pressure from any person. Both Parties have executed this Agreement willingly and with full understanding, and the same shall be binding upon the Parties and their respective heirs, successors, and assigns.*

12. *The above facts are true and correct to the best of the Parties' knowledge and belief."*

[4] In view of the fact that the custody of the minor daughter has been settled in the manner stated in the settlement agreement, the present petition seeking issuance of a writ of habeas corpus would not survive, and both the parties are hereby directed to abide by the settlement agreement entered into by them.

[5] We have also informed the petitioner as well as the respondent that in the event of any disobedience of the terms of the settlement agreement in any manner and if any emotional trauma is caused to the child, they stand the possibility of losing the visitation rights secured under the settlement agreement, and the Court will exercise its parens patriae jurisdiction and pass appropriate orders.

[6] The petitioner and respondent submit before us, in person, that they will abide by the settlement agreement both in letter and in spirit, they shall give no cause for any complaint, and would ensure that the interest and welfare of the child are duly taken care of. According to the agreement and subject to the above, the writ petition is dismissed. Notice is discharged.

(N.S.SANJAY GOWDA, J.)

(D. M. VYAS, J.)

DHARMENDRA KUMAR