

IN THE HIGH COURT OF JHARKHAND AT RANCHI

F.A No.185 of 2023

Arpita Agarwal, Aged about 32 Years, D/o Krishna Kumar Agrawal, R/o Shivpuri, P.S.- Sadar, P.O.+District-Hazaribagh **Appellant**

Versus

Vikash Kumar Agrawal S/o Radheshyam Prasad Agarwal R/o House No.-A-173, 3rd Floor, Gulab Bagh, Near Metro Pillar No.-753, P.O. + P.S- Uttam Nagar, New Delhi-110059

Office At A1-Anwar Carmic Tiles Co., Employee No.692, Senior Engineer Maintenance, PO+PS-Saog, Postal Code-611, Country-Oman
New Address-Vikash Kumar Agrawal S/o Radheshyam Pd. Aggarwal,R/o 198-A, Mathuria Golapar, PO +PS-Laheri, Bihar Sharif, District-Nalanda (Bihar) **Respondent**

**CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE ARUN KUMAR RAI**

For the Appellant : Ms. Kavita Kumari, Advocate
For the Respondent : Mr. Ashok Kumar Singh, Advocate

Order No.09/Dated: 27th November, 2025

Per, Sujit Narayan Prasad, J.

1. The instant appeal under section 19(1) of the Family Courts Act, 1984 is directed against the judgment dated 03.07.2023 passed in Original Suit No.89 of 2022 by the learned Principal Judge, Family Court, Hazaribagh whereby and whereunder the petition filed under section 13(1)(ia) (ib) of the Hindu Marriage Act, 1955 by the appellant-wife against the respondent-husband has been dismissed on contest.
2. The matter was referred for mediation by this Court vide order dated 19.09.2025.
3. Both the parties have appeared before the learned Mediator and the mediation has become successful, a report to that effect is appended to the record as Flag "M".
4. From perusal of the mediation report, it appears that both the parties after due deliberation has come to an amicable settlement on the following terms and conditions:

(I) That both the parties have amicably settled their dispute. The respondent, Vikash Kumar is ready to pay a lump sum of Rs. 15,00,000/- (Rs. Fifteen lacs only) to the appellant Arpita Agarwal and the appellant agreed to receive a lump sum of Rs. 15,00,000/- (Rs. Fifteen lacs only) towards one time full and final settlement in five instalments in the following manners:-

(a) 1st instalment of Rs. 3,00,000/- (Rs. Three lacs only) will be paid by the respondent Vikash Kumar to the appellant Arpita Agarwal through ELECTRONIC MODE in her Savings Bank Account No.- 5044761222 of AXIS BANK, IFSC UTIB0005140 positively by 30th October, 2025.

(b) 2nd instalment of Rs. 3,00,000/- (Rs. Three lacs only) will be paid by the respondent Vikash Kumar to the appellant Arpita Agarwal through Bank Draft on the date of filing of the mutual consent Divorce Petition. Both the parties agreed to file Mutual Consent Divorce Petition on or before 30th November, 2025.

(c) 3rd Instalment of Rs. 3,00,000/- (Rs. Three lacs only) will be paid by the respondent Vikash Kumar in the name of appellant Arpita Agarwal through Bank Draft and the Bank Draft will be deposited before the Court of learned Principal Judge, Family Court, Hazaribagh in connection with Maintenance Case No.-245 of 2023 on or before 16th January, 2026. Appellant Arpita Agarwal agreed to withdraw this Maintenance Case No.- 245 of 2023 and will not seek further maintenance for her adopted child Arvika Agarwal.

(d) 4th instalment of Rs. 3,00,000/- (Rs. Three lacs only) will be paid by the respondent Vikash Kumar to the appellant Arpita Agarwal through Bank Draft on the date of filing of affidavit in connection with withdrawal of Hazaribagh Mahila P.S. Case No.- 18/2021 corresponding to G.R. Case No. 2483/2023 against all the accused persons, namely, (1) Vikash Kumar (2) Bidhya Devi (3) Radhe Shyam Prasad Agrawal (4) Priya Kumari and (5) Ajit Kumar Agrawal pending in the court of Judicial Magistrate, 1st Class, Hazaribagh and this exercise has to be completed on or before 20th February, 2026. Appellant Arpita Agarwal in the meantime will not take any step for coercive action against the accused persons of this case.

(e) 5th and last instalment of Rs. 3,00,000/- (Rs. Three lacs only) will be paid by the respondent Vikash Kumar to the appellant Arpita Agarwal through Bank Draft on the date of decree of divorce on mutual consent.

5. Mr. Vikash Kumar, respondent, agreed to hand over the original adoption certificate and original birth certificate of Arvika Agrawal to

the appellant Arpita Agarwal on the date of decree of divorce on mutual consent.

6. Mr. Vikash Kumar shall have visiting right to the adopted daughter, namely, Arvika Agarwal. Mr. Vikash Kumar can visit Bangalore to meet Arvika Agarwal on last Sunday of every month between 10.00 A.M. to 12.00 Noon in Electronic City Phase-I Police Station in the presence of SHO or Incharge thereof and the prior information in this regard will be communicated to appellant Arpita Agarwal in three days advance on Mobile No. 8860877430/9899778749 and at the same time appellant Arpita Agarwal agreed to inform Mr. Vikash Kumar, respondent, on his Mobile No.9354533921 in advance in case of change of her address on the last Sunday of every month. Both the parties will not change their respective mobile numbers. The SHO or Incharge of Electronic City Phase-I Police Station will take care of visiting rights. There will be no interference and other third parties during visiting rights.

7. That both the parties declare that this full and final settlement is entered into by their free will, and both parties shall abide by the terms and conditions of this agreement.

8. That both the parties further agreed to cooperate with each other and do all the acts required to give effect to the terms and conditions of this "Agreement of Settlement".

5. The learned counsel appearing for the appellant has submitted that in pursuance to the terms and conditions as agreed in between the parties the first installment of Rs.3 lakhs have been paid to the appellant-wife and the rest amount will be paid, as agreed, as per the terms and conditions of the settlement arrived at between the parties referred hereinabove.
6. Reference of handing over of the certificates as referred in paragraph no.5 and the visiting right of the adopted daughter, namely, Arvika Agrawal as referred in paragraph no.6 of the settlement will be adhered to by the parties.
7. Both the parties have also agreed for filing mutual consent divorce petition after payment of second installment of Rs.3 lakhs on or before 30.11.2025.

8. In view of the aforesaid amicable settlement arrived at between the parties, the instant appeal stands disposed of.
9. Pending I.As, if any, stands disposed of.

(Sujit Narayan Prasad, J.)

(Arun Kumar Rai, J.)

Dated: 27/11/2025
Sudhir
NAFR