

Petition(s) for Special Leave to Appeal (Crl.) No. 2863/2024

[Arising out of impugned final judgment and order dated 28-10-2023 in A482 No. 20183/2013 passed by the High Court of Judicature at Allahabad]

KAVERI PARASHAR

Petitioner(s)

VERSUS

THE STATE OF UTTAR PRADESH & ANR.

Respondent(s)

[ONLY IA NO. 258621/2025 IN SLP(CRL.) NO. 2962/2024 IS LISTED UNDER THIS ITEM]

WITH

SLP(Crl) No. 2962/2024 (II)

FOR PASSING APPROPRIATE ORDER OR DECREE UNDER ARTICLE 142 OF THE CONSTITUTION ON IA 258621/2025

IA No. 258621/2025 - PASSING APPROPRIATE ORDER OR DECREE UNDER ARTICLE 142 OF THE CONSTITUTION

Date : 27-10-2025 This petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE ARAVIND KUMAR
HON'BLE MR. JUSTICE N.V. ANJARIA

For Petitioner(s) : Mr. Mandeep Singh Vinaik, Adv.
Ms. Shagun Matta, AOR
Ms. Varshita Verma, Adv.

For Respondent(s) : Dr. Vijendra Singh, AOR
Ms. Apurva Singh, Adv.
Mr. Aniket Tiwari, Adv.

Ms. Shimpay Sharma, Adv.
Mr. Arman Roop Sharma, Adv.
Ms. Shivangi Goel, Adv.
Mr. Jitesh Sharma, Adv.
Ms. Saumya Mishra, Adv.
Dr. Vinod Kumar Tewari, AOR

UPON hearing the counsel the Court made the following
O R D E R

1. These two petitions have been filed for quashing of the proceedings arising out of the FIR No.2/2012 dated 20.03.2012 registered for the offences punishable under Sections 498A, 323, 504, 506, 406 IPC and Sections 3 and 4 of the Dowry Prohibition Act. The marriage between the petitioner (in SLP (CrI.) No.2863/2024) - Dr. Kaveri Parashar with Dr. Kalind Parashar (brother of respondent No.2 - Smt. Kirti) came to be solemnized on 14.02.2009 after which they were residing together for few months in United States of America and on account of certain matrimonial acrimony arising between them, several cases came to be filed by both the parties in United States of America as well as in India. Out of the wedlock, a son was born on 02.02.2010 (now aged about 16 years) who is said to be residing from day one with the mother.

2. The dispute had resulted to a level where there were umpteen number of cases filed against each other and wisdom having dawned upon them has resulted in a settlement agreement entered into between the parties on 21.04.2005, namely between the husband and the wife (primary litigants). The terms as agreed to between the parties reads as under:

"3. The Party of the Second Part has, in lieu of all claims on any account whatsoever, including arrears of maintenance, past, present and future maintenance being given up by the First Party, agrees to pay a total sum of Rs.2,10,00,000/- (Rupees Two Crores, Ten Lakhs only), which is a onetime lump sum alimony amount, which amount shall be payable as set out herein under as per these terms and conditions and as per the time frame set out herein. This amount shall be payable upfront, and the modalities shall be set out as under:

a. A sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be paid by the Second Party to the

First Party at the time of execution of this Memorandum of Understanding before the court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, by way of Demand Draft vide DD No. 502072 in the name of KAVERI KAPOOR payable at Rohini, Sector-15, Delhi, on 21st April 2025.

b. A further sum of Rs. 50 lacs (Rupees Fifty lacs only) shall be paid by way of Fixed Deposit in the name of the First Party, KAVERI KAPOOR at PUNJAB NATIONAL BANK, Mohan Nagar, Ghaziabad on or before 28th April 2025 for a period of one month with auto-renewal option and the Fixed deposit certificate shall be deposited in the Court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, in case titled as Kaveri Parashar Vs Dr. Kalind Parashar & Ors. in CS DJ No. 1248/2024.

c. A further sum of Rs. 50 lacs (fifty lacs only) shall be paid by way of Fixed Deposit in the name of KAVERI KAPOOR at PUNJAB NATIONAL BANK, Mohan Nagar, Ghaziabad on or before 28th April 2025 for a period of one month with auto-renewal option and it shall be deposited in the Court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, in case titled as Kaveri Parashar Vs Dr. Kalind Parashar & Ors. In CS DJ No. 1248/2024.

d. The Second Party undertakes to deposit final instalment of Rs. 1,00,00,000/- (Rupees One Crore Only) by way of Fixed Deposit in the name of KAVERI KAPOOR at PUNJAB NATIONAL BANK, Mohan Nagar, Ghaziabad by 30th April 2025 for a period of one month with auto-renewal option and it shall be deposited in the Court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, in case titled as Kaveri Parashar Vs Dr. Kalind Parashar & Ors. in CS DJ No. 1248/2024.

e. A sum of Rs. 10 lakhs shall be given to the First Party on 21st April 2025 and the rest of Rs. 02 Crores shall be deposited before the Court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, in case titled as Kaveri Parashar Vs Dr. Kalind Parashar & Ors. in CS DJ No. 1248/2024 by way of Fixed Deposit as per clause B, C and D.

f. Both the parties will jointly move application/petition under Article 142 of the Constitution of India before Hon'ble Supreme Court of India under the Special Leave Petition filed by

First Party before Hon'ble Supreme Court bearing no. as SLP (Crl.) No. 2863 of 2024 and SLP (Crl.) No. 2962 of 2024 for passing an order of dissolution of marriage, quashing of criminal cases and for closing of all other cases pending in between the parties mentioned above. In case if the Hon'ble Supreme Court would not incline to close all the cases while exercising its power under article 142 of Constitution of India, then both the parties will 'not press' all the court cases/complaints/representations pending between the parties or on behalf of them and withdraw the same on the basis of this settlement agreement/MOU by filling a joint application for withdrawal/compounding of cases before the appropriate Courts/authorities.

g. After the revocation of Bench warrant by Second Party and after the full deposit of Fixed Deposit of Rupees Two Crores in the court of Ms. Vandana, DJ-08, Central District, Tis Hazari Courts, Delhi, in case titled as Kaveri Parashar Vs Dr. Kalind Parashar & Ors. in CS DJ No. 1248/2024, first party shall withdraw the Domestic Violence case in Complaint case No. 512239 of 2016, pending in the court of Ms. Manya, M.M. Tis Hazari Court Delhi.

h. Both the FDs of Rupees 1 crore (50 lakh+50 Lakh) will be released to the FIRST PARTY at the time of first motion of divorce.

i. Both parties undertake to file Second motion of mutual consent Divorce Petition as per agreed terms and conditions stated herein. Prior to filling of Second motion, Second Party undertakes to withdraw Defamation case pending before Solan, Himachal Pradesh and all other cases mentioned in Appendix and First Party undertakes to withdraw rest of the cases as mentioned in the Appendix along with the issuance of a letter to the immigration department, USA, by the first party.

j. Final Fixed Deposit Rs. 1,00,00,000/- (Rupees One Crore Only) shall be released to First Party upon all the matters being withdrawn by the respective parties. It is clarified that the Second Motion of mutual consent divorce shall be recorded upon successful receipt of the total sum of Rupees 2 crores 10 lakhs by the First party as the final step.

k. A copy of this MOU shall be placed before all concerned courts and all legal proceedings will be

stayed till the time all such cases are terminated/withdrawn."

3. A list of cases filed by both parties - families are reflected in the appendix attached to the settlement agreement and it forms part of the settlement.

4. The husband and the wife are present virtually and physically. Learned counsels have identified the parties present before the Court. The parents of the husband as also the mother of the wife are present before the Court physically. Having interacted with the parties present, who have stated in unequivocal terms that the settlement entered into between them is voluntarily, without any force, threat or coercion and they have affixed their signatures after having understood the contents thereof, we see no reason as to why the settlement should not be accepted. Hence, the said settlement as entered into between the parties is accepted. The wife acknowledges of having received a sum of Rs.10,00,000/- (Rupees Ten Lakhs) already and balance of Rs.2,00,00,000/- (Rupees Two Crores) which is deposited in CS No.22/2018 pending on the file of Additional District Judge - 08, Central District, Tis Hazari Courts, Delhi is agreed to be withdrawn by the wife for which the husband or his family members have no objection which would be not only the permanent alimony for the wife but also in full and final settlement of all her claims and the said money is also said to be for the upbringing of the son (Master Kartavya Parashar) which would be the duty and responsibility of the wife. The parties are *ad idem* on the father visiting the child or meeting the child as and when he visits India and for which neither the wife nor her

parents would have any objection. It is also agreed that this visitation right would be till the child attains the age of majority after which he will be liberty to decide the future course of action. In the light of the disputes which is basically a matrimonial dispute having been resolved as per the terms set out hereinabove and as agreed to between the parties, we see no reason as to why the prayer sought for in the present application, i.e., IA No.258621/2025 whereunder both parties have prayed for Court to exercise the power under Article 142 of the Constitution of India to dissolve the marriage solemnised between the parties. We also do not see any hope of there being any reunion and both parties being well educated and having understood the outcome of the dispute and they having amicably settled there disputes and having resolved to put an end to all the disputes including the dissolution of the marriage, we hereby order that the marriage solemnized between the parties on 14.02.2009 stands dissolved and the custody of the minor child shall continue with the mother and the husband will have the visitation rights namely to visit, interact, talk and discuss with the child as and when he visits India, as he is currently residing in United States of America. All proceedings pending against each other as specified in the appendix attached to settlement agreement stands quashed. Both parties are at liberty to lead their future life without interfering with other.

5. The Registry is directed to communicate this order to all the respective courts and none of the courts shall insist for the parties being present on any future dates and shall act upon this order and close the proceedings pending before the respective

Courts.

6. Both the parties have also agreed under the memorandum of settlement that on account of matrimonial dispute, this issue also came to be reported in print and electronic media and as such in the appendix attached to the agreement, it is agreed that all such posts in the name of Dr. Kaveri Kapoor appearing in the website and all other references to the case between the parties whether listed or otherwise in the visual media shall be removed. The concerned print and electronic media shall act upon the same and delete / remove all such posts either in the name of Dr. Kaveri Kapoor or Dr. Kalind Parashar or their family members. The amount of Rs.2,00,00,000/- (Rupees Two Crores) shall be paid by the trial court to the wife on proper identification forthwith by the jurisdictional trial court.

7. Special Leave Petitions stand disposed of. Pending application(s), if any, shall stand disposed of accordingly.

(NEHA GUPTA)
COURT MASTER (SH)

(AVGV RAMU)
COURT MASTER (NSH)