

IN THE HIGH COURT OF JHARKHAND AT RANCHI

F.A. No.23 of 2025

... .. Appellant

Versus

... .. Respondent

**CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE SANJAY PRASAD**

For the Appellant : Mr. Ashish Jha, Advocate
For the Respondent : Mr. Navneet Sahay, Advocate

CAV on 18/06/2026

Pronounced on 20/07/2026

Per Sujit Narayan Prasad, J.

Prayer

1. The instant appeal has been filed under Section 19(1) of the Family Courts Act, challenging the legality and propriety of impugned judgment dated 14.11.2024 passed by the learned Principal Judge, Family Court, Dumka in Original Suit No.41 of 2023, whereby and whereunder, the learned court while passing the impugned judgment has dismissed the suit filed for grant of decree of divorce under Section 13(1) (i-a) & (i-b) of the Hindu Marriage Act, 1955.

Factual Matrix

2. The brief facts of the case, as per the plaint, are required to be enumerated, as under:

3. It is the case of the plaintiff-husband (appellant herein) that the plaintiff and defendant (respondent herein) are the legally married husband and wife and their marriage was registered on 24th July, 2019 at Ranchi, Jharkhand having effect from 18.06.2011. The plaintiff and the defendant lived together at Jalandhar and cohabited together at Jalandhar and a son namely _____ was born on 04.06.2013 who is presently residing with the defendant.

4. The plaintiff-appellant and defendant-wife known to each other since August 2007 as both were student at Ludhiana College. As per marriage certificate issued from Marriage Registrar, Ranchi, on 18.06.2011, the marriage was performed and thereafter the defendant went to her home town Dumka and the plaintiff was doing Master course in Jalandhar. The defendant met with the plaintiff between 27th August 2012 and 30th August 2012 and on 31st August 2012, she went back to her parent's house and after 3 days she again came back at Jalandhar for 1 or 2 days and again went back to her parents' house. The plaintiff always made phone calls and made several requests to the defendant to live together but she did not joined the plaintiff and on several requests of the plaintiff, the defendant lived with the plaintiff in May 2013 but the defendant always wants the plaintiff to be Gharjamai and the defendant always used abusive language for the plaintiff and his parents and even after birth of the child her behaviour remained the same towards the plaintiff.

5. It has been alleged that the defendant (respondent herein) always threatened to the plaintiff (appellant herein) that she will engage him and his family in false dowry cases. The marriage of the plaintiff with

defendant was performed in a simple manner without giving and taking dowry. In August 2013, the plaintiff got job at Jalandhar and took rented accommodation at H/No/ 8, Modern State Colony, Dakoha Jalandhar Cantt. Jalandhar and the plaintiff always tried to fulfill his duties toward the defendant but the conduct of the defendant was not cordial towards the plaintiff, she always used to cook food for the plaintiff and forced the plaintiff frequently to bring food from outside. It is also pertinent to mention here that the defendant always forced the plaintiff to leave their parents and sister and to leave the job and stay with her at her home place or other places and when the plaintiff refused to do so, then the defendant became adamant.

6. In May 2023, when the plaintiff was at his job then the defendant left the plaintiff and took the minor as well without the consent of the plaintiff and when the plaintiff came back then the landlord of the plaintiff told him that the defendant left the plaintiff and went back to her parents' house at Dumka, Jharkhand or brother's house at Kolkata. The plaintiff tried to contact the defendant and her mother and brother but the defendant did not answer the calls. The plaintiff also intimated her mother and brother and requested to talk with the defendant to come back. The plaintiff always tried to protect his matrimonial life, but all in vain. In the year 2015 the defendant made false dowry complaint before police against the plaintiff and his family members with intention to harass the plaintiff and his parents and with intention to defame the plaintiff and his family and the false FIR was registered against the plaintiff. It is pertinent to mention here that the plaintiff is regularly paying Rs. 20,000/ per month maintenance to the defendant as per direction of Honorable High Court

and even registered the marriage as well on 24th day of July 2019 as per order of Honorable High Court, but the defendant is not ready to live with plaintiff and the plaintiff made several efforts to save his matrimonial life but the defendant deserted the plaintiff without any fault of the plaintiff and treated him with utmost cruelty. Since May, 2014, the defendant is living separately they went together for marriage registration before Marriage Registrar at Ranchi on 24th July 2019. The defendant has deserted the plaintiff without any reasonable cause since May 2014 and probable cause for a continuous period of 8 years from the date of presentation of this petition. The petition has not been filed in collusion or connivance with the defendant. There has not been any unnecessary or improper delay in instituting the present petition. There is no bar or impediment, as to why, the relief prayed or should not be granted to the plaintiff. One above said FIR was registered against the plaintiff by the defendant and the Challan has been presented before Dumka Court, Jharkhand. The plaintiff has not condoned the acts complained off in the present petition. The plaintiff and defendant resided together and cohabited at Jalandhar, the plaintiff and defendant last resided together at Jalandhar. Therefore, the suit for decree of divorce has been filed.

7. Written statement has been filed by the defendant/wife Shweta Gupta on 24.05.2024 stating therein that the present petition was filed by the plaintiff before the Civil Court, Jalandhar, Punjab only with the purpose of causing trouble to the defendant. The plaintiff and the defendant had two on going cases in Dumka Civil Court despite that a divorce petition was filed at Jalandhar Court. However, the defendant approached the Hon'ble Supreme Court from getting the matter transferred from

Jalandhar to Dumka and the Hon'ble Apex Court, vide order dated 06.02.2013 pleased to transfer the matter to Dumka Civil Court, before this Court. The content of para 1 is partly correct and partly incorrect. The plaintiff and defendant got married on 18.06.2011 in Vaishno Devi Mandir, Jammu as per Hindu rites and customs and the marriage was registered on the direction of the High Court at Registry Office, Ranchi on 24.07.2019 with effect on 18.06.2011. The contents of para 2 is partly denied because the defendant stayed with the plaintiff at Jalandhar, Punjab before getting married and after marriage she was compelled to leave the rented apartment at Jalandhar and move to Dumka, Jharkhand. The contents of Para 3 are correct and accepted. The contents of para 4 of the petition is completely wrong, baseless and mis-leading. The plaintiff and the defendant knew each other from the days of college in 2007 and developed feelings for each other. Soon, both the plaintiff and defendant entered into a romantic relationship and it went on until 2011. In 2011, on the insistence of the defendant, the parties got married at Vaishno Devi Mandir and the plaintiff always refused to register the marriage at the Registry office. Since, this was a love marriage the family of the plaintiff were unaware of the relationship and marriage of the plaintiff with defendant.

8. It is completely wrong to say that the defendant went to Dumka in 2012 and again came back to Jalandhar in 3 days. It is not impossible for anyone to come and go there in span of 3 days. There was no problem between the parties before the defendant got pregnant. It is only when the defendant conceived, the plaintiff started to force the defendant to abort the child, causing mental and physical torture on the defendant. The

family of the defendant never ever wanted the plaintiff and the defendant to stay in Dumka and their intention can be gathered from their act of sending off their daughter for studies at in a different city where there are ample of opportunities.

9. The defendant, respondent herein herself never stayed in Dumka how come they will force the plaintiff to stay in Dumka where there are limited or no option for their jobs. Thus, the allegations made by the plaintiff is completely false and baseless. The contents of para 4, 5 and 6 are wrong and denied. After the birth of the child in 2013, the plaintiff, for the first time informed his family about the marriage and the child. Hearing that the parents and sister of the plaintiff instead of being happy came to the house of the defendant at Jalandhar and started mis-behaving with the defendant and very often they started coming there and made scene in front of the neighbours as well.

10. The plaintiff, appellant herein, instead of taking care of the defendant-wife after child birth forced her to cook food otherwise used to abuse her. The defendant was not able to cook food or do anything after giving birth to the child because her body had not healed after the childbirth. It is the family of the plaintiff, who for the first time made demands for dowry and the plaintiff started following that. The behaviour of the plaintiff became worst after the birth of the child and he started abusing the defendant and he has also hit the defendant and his child on 17.04.2014. The defendant realized that the plaintiff, in a drunken state, can harm her and her child that is why she left the house of Jalandhar and came for protection to her brother in Kolkata and later to her parents in Dumka.

The contents of para 7, 8 and 9 are denied as incorrect. As explained in the foregoing para that the plaintiff has started mis- treating the defendant and the child and used to abuse and beat them. Just after the childbirth, the defendant was forced to eat junk food because she had no capacity to cook and the plaintiff did not care for her and child. He also started asking the defendant to get money from her father. Realizing the situation, the defendant came back to her parents' house. On 07.03.2015, the plaintiff and his family came to the house of defendant at Dumka and demanded Rs. 20,00,000/ (Twenty lakh) a four-wheeler from the mother of the defendant. When the mother showed her inability to pay, they asked her to transfer the house in the name of the plaintiff. After that incident an FIR was registered against the plaintiff as well as his family at Mahila P.S. Dumka being P.S. Case no. 10/2015 dated 19.09.2015 under section 323, 504 & 498 A IPC and u/s 3 and 4 of the Dowry Prohibition Act. The police conducted the investigation and found out the allegation to be true against the plaintiff. The Mahila P.S. Dumka being P.S. Case no. 10/2015 corresponding to the G.R. Case no. 1233/2015 was pending before the Court of Smt. Paridhi Sharma, J.M. 1st Class, Dumka. After hearing both the parties and witnesses, including the I.O.s and evidence adduced by the parties, the matter was decided in favour of the defendant. The Hon'ble Court found sufficient matter on record to convict the petitioner under the provision of 498A IPC and Dowry Act. The judgment dated 29th February 2024, in detail mentioned the act of cruelty committed by the plaintiff against the defendant. The plaintiff at one hand refused the defendant to accept as wife in 498 A case whereas in the present case for divorce he accepted her as wife since 2011 and claimed

desertion from 2014. It may be noted that the plaintiff has been using the facts of the case as per his convenience and there is no truth in his version of story. The plaintiff has never made effort to take care of the defendant or his child. The defendant has been taking care of the child alone since 2013. In 2019 the Hon'ble High Court in order dated 26.07.2019 in ABA no. 5495 of 2018 has directed to take informant from Court and live with the informant i.e. the plaintiff but the plaintiff did not take a single step to cohabit with the defendant completely disregarding the direction of the Hon'ble High Court. That shows the conduct of the plaintiff.

11. After going through the pleadings of the parties, the following issues were framed by the learned Family Court:-

- (i) Whether the petition as framed is maintainable?
- (ii) Has the plaintiff got valid cause of action for the suit?
- (iii) Whether the plaintiff is entitled to decree of divorce on the ground desertion and cruelty?
- (iv) Whether the plaintiff is entitled to relief as claimed for?

12. The learned Family Court, after taking into consideration the evidences of both the parties and the material available on record as also the legal proposition, has decided the suit in favour of the respondent-wife by dismissing the said suit on contest.

13. Accordingly, the instant appeal has been preferred by the appellant/plaintiff/husband.

14. It is pertinent to record that, upon the joint prayer of both parties, the instant appeal was referred by this Court to the Special Mediation Drive-Mediation "*For the Nation*", as would be evident from the order dated 9th

July, 2025, for ready reference, the order dated 9th July, 2025 is being quoted as under:

“03/Dated: 09th July, 2025

- 1. The present appeal has been listed for the purpose of Referral to the Special Mediation Drive-Mediation ‘For the Nation’.*
- 2. In view of the above Special Mediation Drive, learned counsels for both the parties, on instruction of their respective parties, have expressed their consent to refer this appeal before the Special Mediation Drive-Mediation ‘For the Nation’.*
- 3. Let this matter be referred to the aforesaid Special Drive-Mediation ‘For the Nation’, so as to be placed before the Mediator.”*

15. Accordingly, the instant appeal was referred to the learned Mediator. During the course of mediation, both parties amicably arrived at a settlement. In consequence thereof, the terms of settlement were duly reduced into writing and placed on record.

16. Thereafter the instant appeal was listed on 6th October, 2025 before this Court, wherein, the learned counsel appearing for the appellant by referring to Clause-6 of the Mediation Report dated 19.08.2025 has submitted that a joint compromise petition is to be filed by the parties concerned. Thereafter, the instant appeal was directed to be listed on 30.10.2025, for ready reference, the order dated 6th October, 2025 is being quoted as under:

“Order No.05/Dated: 6th October, 2025

- 1. Learned counsel appearing for the appellant by referring to Clause-6 of the Mediation Report dated 19.08.2025 has submitted that a joint compromise petition is to be filed by the parties concerned.*
- 2. Let the same be filed on or before the next date of hearing.*
- 3. List this case on 30.10.2025.”*

17. Accordingly, the instant appeal was taken up on 30.10.20205, wherein, it has been noted down that the mediation has become successful as per the report available on record. It has further been mentioned therein that both the parties have filed a joint compromise petition by way of interlocutory application, being I.A. No. 14390 of 2025, for ready reference, the order dated 30.10.2025 is being referred herein which reads as under:

“Order No.06/Dated: 30.10.2025

1. The appeal is against the judgment dated 14.11.2024 passed in Original Suit No. 41 of 2023.

2. The matter was referred to the mediation under Special Drive-Mediation ‘For the Nation’. The mediation has become successful as per the report available in flag ‘X’ on the following terms and conditions:

(1) We are legally married husband and wife blessed with a son aged 12-13 years. Despite our hard efforts and endeavor, we are unable to continue our relationship and thus we both have decided to end our marriage with consent under sec 13-B of Hindu Marriage Act.

(2) I am ready to pay Rs 35 lakh to my wife Shweta Gupta as permanent alimony.

(3) I am further ready to pay Rs 40 lakh for my child for studies and other expenses.

(4) I am further ready to pay Rs 5 lakh towards medical expenses of my son subject to the condition that the OP No. 2 namely Shweta Gupta will share the medical details with medical bills of the expenses duly verified by a certified Medical Practitioner.

(5) My wife Shweta Gupta has agreed to file the petition in light of this settlement to compromise the case of conviction pending in the court of Ld. Sessions Judge, Dumka as criminal appeal no. 21/2024 (Shashi Gurung vs State of Jharkhand).

(6) I and my wife both will file a compromise petition before the Hon'ble High court in FA No. 23/2025 in light of present compromise.

(7) My wife has also filed a revision before the Hon'ble High court as Criminal Revision no. 179/2025 for enhancement of the maintenance will also be withdrawn.

(8) I will pay a sum of Rs 1,00,000/- by and within 10th Sept. 2025. The remaining 34 lakh rupees will be paid through

Demand draft/RTGS/NEFT within three months i.e by 10 Dec 2025. Pursuant thereto the Criminal Revision being 179/2025 will be withdrawn by 20th Dec 2025 and further undertakes to file a compromise petition before the Ld. Sessions Judge, Dumka to procure acquittal in criminal case being filed as Criminal Appeal No. 21/2024 and all other related cases.

(9) That I will further pay a sum of Rs 40 lakh in the month of Feb 2026 or at the time of final decision of divorce whichever is later.

(10) That I will pay a sum of Rs. 5,00,000/- towards the medical expenses of my child subject to condition that the O.P No. 2 will file or share the details of the same with me.

(11) That it is clear that the visitation right of the father/Shashi Gurung should not be restricted or curtailed. He being the father has all the rights to meet, guide and talk to his son in accordance with his as well as his son's convenience. (looking into his studies and exam).

(12) It is made clear that in future no parties will file any other cases against each other arising out of this marriage.

(13) I will not take custody of child.”

3. Both the parties have filed a joint compromise petition by way of interlocutory application, being I.A. No. 14390 of 2025.

4. Learned counsel appearing for the parties have submitted that some of the conditions which have been agreed in-between the parties, as available in the mediation report, has been complied with, but rest of the same are still to be complied with in the phase-wise manner within a maximum period upto February, 2026.

5. Learned counsel for both the parties based upon the statement made in the paragraph-11 of I.A. No.14390 of 2025, therefore, have jointly submitted that till the conditions as have been agreed in-between the parties as per the mediation is being complied with in its letters and spirit, the present appeal may be kept pending.

6. Considering the same and in order to avoid further litigation, this Court is of the view that the matter is to be listed in the first Week of March, 2026.

7. Let this matter be listed on 09th March, 2026.”

18. Thereafter, the appellant has filed an interlocutory application being I.A.

No.3037 of 2026, wherein, at paragraph-6 it has been submitted that in

compliance with the terms of settlement entered into between the parties in the present case, the appellant has already paid the first two instalments aggregating to a total sum of Rs. 35,00,000/- (Rupees Thirty-five lakhs only) through NEFT transaction on various dates. In support thereof, the aforesaid statement, the appellant husband has annexed annexure-I, i.e., photocopy of transaction confirmation provided by the Banker of the appellant.

19. Further, at paragraph-8 of the said interlocutory application, it has been submitted that the first two phases of the settlement, wherein, the appellant was required to pay a total sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) to the Respondent, have already been duly complied with; however, the third phase of the settlement, wherein the Respondent-wife was required to withdraw Criminal Revision No. 179 of 2025 filed before this Hon'ble Court for enhancement of maintenance and further to file an appropriate application before the Learned Sessions Judge, Dumka, in connection with Criminal Appeal No. 21 of 2024, seeking acquittal of the Appellant in the criminal case and to take necessary steps in all other related cases; the Respondent Wife has failed to take necessary steps towards the compliance of the aforesaid terms and conditions.

20. Thereafter, the instant appeal was taken up on 13.03.2026 wherein the learned counsel appearing for the respondent-wife has submitted that although, the settlement has been arrived in the mediation proceeding but subsequent thereto, the respondent-wife, after giving re-thought, is now

not agreeable for disposal of the present appeal in terms of the settlement as has been arrived at.

21. Upon the said submission, this Court posed a pin-pointed question, as to whether, after arriving at the settlement, is it available for the party to retract back from the terms and conditions of the mediation. Accordingly, matter was fixed for 23.04.2026.

22. On 23.04.2026, the instant first appeal was taken by this Court, wherein, respondent wife has proposed that she is living alone in the house at Hinoo, Ranchi and as such, for the purpose of strengthening the relationship in between the father and the son and to improve the conjugal relationship with the husband, it would be better for her that if her husband will come to reside in her place, where she is now residing and that will give impetus in improving the relationship in between the father and the son then the conjugal relationship in between them, will also be improved.

23. The husband, appellant has agreed for the same, and further assured that, without causing any prejudice to the education of his son, he would maintain regular communication through video calls. He emphasized that such interaction would ensure that the father-son relationship remains intact and does not fade away from the child's memory.

24. On 18th June 2026, when matter was taken by this Court, wherein the learned counsel for the respondent-wife has submitted that he has got communication that the respondent-wife is on the way. Thereafter, this Court has waited for about 35 minutes, but even then, the respondent-wife has not come. It has been observed by this Court that the aforesaid

conduct of the respondent-wife is giving picture that she is not interested in further conversation on the issue of reunion and accordingly, the judgment was reserved.

Submission of the learned counsel for the appellant-husband

25. Learned counsel for the appellant-husband has contended that the appellant husband and respondent wife being parties to the present proceedings have mutually agreed to the aforesaid terms and conditions of settlement entered into before the Ld. Mediator; and accordingly, the Joint Compromise Petition was filed on behalf of both the parties before this Court by way of interlocutory application being I.A.No.14390 of 2025 in compliance with Clause 6 of the terms and conditions of the settlement recorded before the learned Mediator, HCLSC (High Court Legal Services Committee), Jharkhand High Court, Ranchi, on 19.08.2025 and the said joint compromise petition has been acknowledged by this Court, which would be evident from the order dated 30.10.2025 passed by this Court.

26. The learned counsel by referring the aforesaid fact has submitted that in compliance with the aforesaid terms of settlement entered into between the parties in the present case, the Appellant has paid the first two instalments aggregating to a total sum of Rs. 35,00,000/- (Rupees Thirty-five lakh) through NEFT transaction on various dates, however, the Respondent Wife has failed to comply with the terms of settlement even though undertaking on behalf of wife was filed before this Court.

27. The learned counsel for the appellant has further contended that after finally arriving at the settlement, it is not available for the party to retract

back from the terms and conditions of the mediation, therefore, this Court may direct both the parties to adhere to the terms of mediation and this appeal may be disposed of, in terms of the mediation/settlement dated 19.08.2025.

28. Learned counsel for the appellant, based upon the aforesaid grounds, has submitted that the judgment impugned passed by the learned Court needs to be interfered with.

Submission of the learned counsel for the respondent-wife

29.. It has been submitted that even if the parties have settled their dispute in course of mediation, the intent of the party while signing the mediation document is paramount.

30. The appellant who appeared for the mediation waved his hand in affirmation to all the demands of the respondents as if his intention was to get divorce as soon as possible and to end this unfruitful marriage and that is why when the respondent stated her demand in excessive, the appellant after some resistance agreed to the terms of the agreement and such statement influenced the respondent to believe that the appellant has lost interest in her as well as his child and that led the respondent believe that it would be best to take the alimony and get away from such marriage. However later, she thought that it would not be out of place to give her marriage a second chance.

31. Learned counsel appearing for the respondent-wife has submitted that even after signing of mediation document, if one party does not wish to

honour the terms of the agreement, he/ she can very well move out of it as because there cannot be a petition filed for mutual divorce.

Analysis

32. We have heard the learned counsel for the parties and gone through the record of the case as well as settlement arrived between the parties before the Mediator on certain terms and conditions as agreed.

33. It is evident from the record of the instant appeal that the present matter was listed before this Court on 09.07.2025 under the heading "Referral to the Special Mediation Drive Mediation 'For the Nation'", wherein, vide order dated 09.07.2025 passed in the instant case, the instant matter was referred before the Ld. Mediator under the said Special Mediation Drive Mediation 'For the Nation'.

34. Accordingly, the instant matter was taken up by the Ld. Mediator on 19.08.2025, both parties to the proceeding appeared in person before the Learned Mediator and upon due deliberation, mutually consented to dissolve their marriage on the terms and condition as referred hereinabove in the preceding paragraphs.

35. Further, in compliance of clause - 6 of the terms and conditions of the settlement recorded before the Ld. Mediator, HCLSC (High Court Legal Services Committee), Jharkhand High Court, Ranchi on 19.08.2025, the parties to the present proceedings filed a joint compromise petition dated 17.10.2025 before this Court vide I.A. No. 14390 of 2025, wherein, the phase-wise completion of the terms of settlement, as entered into between

the parties before the Learned Mediator on 19.08.2025, has been duly acknowledged by both the parties to the instant proceedings.

36. In compliance with the aforesaid terms of settlement entered into between the parties in the present case, the Appellant has paid the first two instalments aggregating to a total sum of Rs. 35,00,000/- (Rupees Thirty- Five Lakhs Only) through NEFT transactions on various dates which would be evident from annexure-I.

37. However, the respondent wife has not adhered to the terms and conditions of the mediation, even though, she had given undertaking before this Court in the Joint Compromise Petition dated 17.10.2025 filed vide I.A. No. 14390 of 2025, to the following effect:

"That pursuant to payment of the second instalment to the tune of Rs. 33,61,949/- being made by the Appellant; the Respondent shall be withdrawing Criminal Revision No. 179 of 2025 pending before this Hon'ble Court by 20th December 2025 and further and further undertakes to file appropriate application before Ld. Sessions Judge, Dumka to procure acquittal in criminal case being filed as Criminal Appeal No. 21 of 2024 and all other related case."

38. In the circumstances aforesaid, the pivotal question that arises for consideration is *'whether a settlement agreement, reached through court-annexed mediation and thereafter filed as a joint compromise petition before the High Court, upon which the parties have acted, can be unilaterally withdrawn by one of the parties from the settlement so arrived at through the mediator.'*

39. The legal position regarding the enforceability of mediation settlement agreements, particularly those reached in court-annexed mediation and subsequently acted upon, is well-established in Indian law. A settlement agreement reached through court-annexed mediation, and subsequently filed as a joint compromise petition before a High Court, holds significant legal sanctity and once the parties voluntarily participate and execute a formal, signed settlement agreement, it becomes a contractually and legally binding document. The Mediation Act, 2023, further strengthens this framework by stipulating that a settlement agreement resulting from mediation is binding on the parties and enforceable in the same manner as if it were a judgment or decree passed by a court. This statutory backing ensures certainty and finality to mediated settlements.

40. Further, the right to withdraw from mediation exists only during the active mediation process. In *Perry Kansagra v. Smriti Madan Kansagra*, (2019) 20 SCC 753, the Hon'ble Supreme Court noted that under the rules governing mediation, any party can withdraw from the mediation proceedings at any time before a final agreement is reached. However, once the mediation concludes successfully and a formal settlement agreement is signed by both parties and their counsels, the option to unilaterally walk away is extinguished.

41. Further, a spouse cannot withdraw consent for mutual divorce after entering into a comprehensive mediation settlement resolving all disputes, especially when they have already derived benefits or when the other spouse has acted upon the terms.

42. It needs to refer herein that in the case of *Dhananjay Rathi v. Ruchika Rathi*, Crl.A. No. 1924 of 2026 the parties entered into a comprehensive

mediation settlement. The husband paid the first installment of ₹75 lakhs, ₹14 lakhs for a car, and returned jewelry, while the wife transferred ₹2.52 crores from a joint account. Before the second motion, the wife withdrew her consent and filed a domestic violence complaint. The Hon'ble Supreme Court held that while a party generally has the right to withdraw consent before the final decree, this right is not absolute when a comprehensive settlement has been entered into and partially acted upon. The Court ruled that allowing parties to casually withdraw would undermine the foundation of mediation. It quashed the domestic violence proceedings and dissolved the marriage under Article 142 of the Constitution.

43. In the case of *Trisha Singh v. Anurag Kumar, 2024 INSC 450*, the wife executed a settlement agreement in mediation, accepted ₹50 lakhs out of an agreed ₹1.15 crores, and secured the withdrawal of the husband's petition under Section 9 of the Hindu Marriage Act, 1955. She then attempted to resile. The Hon'ble Supreme Court termed her conduct "recalcitrant" and held that she could not unilaterally resile after taking advantage of the settlement. The Court invoked Article 142 to dissolve the marriage in terms of the settlement.

44. Thus, from the aforesaid settled position of law, it clearly emerges that once a party has accepted benefits under, or has acted upon, a settlement, the doctrine of estoppel squarely operates to preclude such party from subsequently denying, disputing, or revoking the said arrangement. Once both sides record their terms in a settlement duly authenticated by a mediator, neither party can back out merely because of a subsequent change of mind or regret. In the present scenario, the husband's partial

performance of his obligations (such as paying part of the permanent alimony) strengthens the application of estoppel against the wife, making her unilateral retraction legally unsustainable.

45. In view of the non-compliance of the terms of settlement on the part of the Respondent, as mutually agreed upon between the parties in the mediation proceedings conducted before the Learned Mediator, High Court Legal Services Committee, Jharkhand High Court, Ranchi, on 19.08.2025 and consequent thereto, Joint Compromise Petition filed thereto before this Court vide I.A. No. 14390 of 2025 in the instant case, the Appellant has complied with the terms and conditions of the settlement only to the extent already performed, and the remaining terms stand unfulfilled due to Respondent's default.

46. Herein, since the settlement was reached through court-annexed mediation and filed before the High Court, a unilateral breach or retraction by the wife after deriving partial benefits may amount to a deliberate breach of an undertaking given to the court. Further, withdrawal from a signed and court-recorded mediation settlement is permissible only under highly exceptional and strictly proven circumstances. A mere change of mind or dissatisfaction with the terms is not a valid ground.

47. Accordingly, this Court hereby directs both the parties, the appellant/husband and the respondent/wife, to adhere to the terms of the settlement dated 19.08.2025, under which, both the parties have unequivocally consented to dissolve their marriage in accordance with the conditions stipulated therein, as already referred to and extracted above.

- 48.** With the aforesaid directions and observations, the present appeal is hereby disposed of in terms of the settlement dated 19.08.2025.
- 49.** For convenience of the parties, this Court deems it appropriate to pass an order prescribing a definite time frame for compliance with the terms of settlement dated 19.08.2025, so that, the matter may be finally adjudicated and both the parties may thereafter lead their independent life.
- 50.** Since, in compliance with the terms of the aforesaid settlement entered in between the parties, the appellant–husband has already discharged his obligation by paying the first two instalments aggregating to sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) through NEFT transactions on various dates, as would be evident from Annexure-I, but the respondent–wife has failed to adhere to the terms and conditions of the mediation settlement notwithstanding her undertaking before this Court in the Joint Compromise Petition dated 17.10.2025 filed, vide I.A. No. 14390 of 2025, therefore, this Court directs both the parties to strictly comply with the terms of the mediation settlement dated 19.08.2025 *in toto* within a period of six months.
- 51.** Thereafter, in terms of the settlement/mediation clause, the parties shall file a joint petition for dissolution of marriage by mutual consent before the learned Family Court having jurisdiction.
- 52.** The learned Family Court, is hereby, directed to consider and pass appropriate orders in accordance with law upon such application.
- 53.** Either of the parties are at liberty to make application in case of non-adherence of the terms of settlement by filing appropriate application before the appropriate forum.

54. Pending interlocutory application(s), if any, also stands disposed of.

I Agree.

(Sujit Narayan Prasad, J.)

(Sanjay Prasad, J.)

(Sanjay Prasad, J.)

20/07/2026

Rohit/A.F.R.

Uploaded on 03.08.2026