2026 INSC 918

REPORTABLE

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO. 1346 OF 2021

REJI BABY ..... APPELLANT(S)

VERSUS

SUBI MARY & ORS. .....RESPONDENT(S)

J U D G M E N T

MANMOHAN, J.

1. Present appeal had been filed challenging the judgment and order dated 26th October 2018 passed by the High Court of Kerala in CRL. MC No. 8568/2017. By virtue of the impugned judgment and order, the petition filed by the appellant-husband seeking quashing of the complaint filed by the respondents under the Protection of Women from Domestic Violence Act, 2005 (hereinafter referred to as 'DV Act') has been dismissed.

ARGUMENTS ON BEHALF OF APPELLANT

2. Learned counsel for the appellant-husband stated that the subject proceedings under DV Act had been initiated by the respondents after settlement their disputes by way of a Settlement Agreement dated 23rd July 2016 (hereinafter referred to as 'Settlement Agreement'). He stated that under the

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Reason:

Settlement Agreement, respondent No.1-wife had specifically agreed not to make any monetary or maintenance claims against the appellant-husband. He pointed out that the appellant and respondent No. 1-wife had thereafter filed a joint application under Section 10A of the Divorce Act, 1869 and obtained a divorce decree dated 30th January 2017.

3. He contended that by way of the subject proceedings the respondents have reagitated claims that stood extinguished after execution of Settlement Agreement.

4. He stated that it is not a case where the respondents had not received any consideration after separation of the appellant and respondent No.1-wife. According to him, the respondent No.2-daughter had been given two properties, which had since been sold by her.

ARGUMENTS ON BEHALF OF RESPONDENTS

5. Leaned counsel for the respondents admitted that the respondent No.1-wife had agreed to forego all monetary claims against the appellant-husband. He, however, stated that the Settlement Agreement had been executed under duress. He stated that at that stage, the respondents wanted a speedy disposal of divorce proceedings as they had intended to migrate to the United States of America. He stated that it is for this reason alone that the respondent No.1-wife had agreed to the demands of the appellant and surrendered her monetary claims unconditionally.

6. He contended that coercion was evident from the fact that Settlement Agreement did not provide for any consideration or maintenance to the respondents. According to him, a legally valid Settlement Agreement ought to provide statutory maintenance to the wife. He submitted that a Settlement Agreement which has the effect of waiver of statutory and fundamental rights, is void as against public policy.

7. He stated that the respondent No.2-daughter had not received any properties from the appellant-husband. He further stated that the two properties referred to by learned counsel for the appellant were already in the name of the respondent No.2-daughter.

REASONING

8. Upon hearing learned counsel for the parties, this Court is of the view that the proceedings under the DV Act constitute an abuse of process. Once the respondent No.1-wife had voluntarily relinquished all monetary claims, including maintenance, revival of such claims through subsequent proceedings cannot be permitted.

9. The record reveals that respondent No.1-wife not only executed the Settlement Agreement but also filed an affidavit dated 24th January 2017 before the Family Court reiterating her waiver of claims. The relevant extracts are reproduced hereinbelow:

Settlement Agreement dated 23rd July 2016:

> "*It is agreed herein that* ***based on the settlement arrived between us that we are not continuing with the O.P. (Div) No. 259 of 2015 pending before the Family Court, Ernakulam, today both of us are (23.07.2016) going to file a joint divorce***

petition and that all the monetary transactions between us have been come to an end based on this, both of us will not make any monetary claim in future against each other, the second party will not claim any maintenance allowance from the first party."

(emphasis supplied)

Affidavit dated 24th January 2017:

"*6.* ***It is submitted that all claims and liabilities between us have been settled. I have relinquished my claim for maintenance against the 2nd petitioner. Both of us have agreed that there will be no future claims or liabilities against each other or between us arising out of our marital relationship.***

7. This petition for divorce by mutual consent is filed by us out of our free, will, violation and desire to dissolve our marriage. There is no coercion or undue influence in filing this petition."

(emphasis supplied)

10. Significantly, the respondents have not pleaded any fresh cause of action arising post-divorce. The domestic violence complaint pertains to alleged acts predating the Settlement Agreement.

11. The respondents have sought to challenge the Settlement Agreement and decree of divorce on the ground of duress. However, respondent No.1-wife has not instituted any proceedings to set aside the decree or to seek a declaration invalidating the Settlement Agreement.

12. Mere averments of coercion, absent any legal challenge, cannot suffice. The parties, being well educated and cognizant of their rights, must be deemed to have consciously and voluntarily executed the Settlement Agreement and joint divorce petition.

13. Recently, a co-ordinate Bench of this Court in ***Dhananjay Rathi v. Ruchika Rathi, 2026 SCC OnLine SC 587***, has deprecated the practice of initiating proceedings under the DV Act, despite a valid compromise. The

relevant portion of the judgment in ***Dhananjay Rathi (supra)*** is reproduced hereinbelow:

> "*30. It is trite law that once the parties have entered into a settlement agreement which was duly authenticated by the mediator, in case of any resilement from such terms as agreed upon in the settlement, the resiling party must be encumbered with heavy costs. Any deviation from the terms of the settlement arrived in mediation and later confirmed by the Court should be dealt with strictly as such deviation harbors an attack to the foundational basis of the entire process of mediation. This Court in the case of* ***Gimpex Private Limited v. Manoj Goel, (2022) 11 SCC 705****, while dealing with a compromise entered between the parties in case of cheque dishonour, held that the parties cannot be allowed to reverse the effect of a settlement agreement by pursuing either original or subsequent complaints. A three-Judge Bench of this Court therein emphasized that a settlement once entered and authenticated by a mediator subsumed the original complaint. The relevant portion of the said judgment is reproduced herein under:*
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> > *"41. When a complainant party enters into a compromise agreement with the accused, it may be for a multitude of reasons — higher compensation, faster recovery of money, uncertainty of trial and strength of the complaint, among others.* ***A complainant enters into a settlement with open eyes and undertakes the risk of the accused failing to honour the cheques issued pursuant to the settlement, based on certain benefits that the settlement agreement postulates. Once parties have voluntarily entered into such an agreement and agree to abide by the consequences of non-compliance of the settlement agreement, they cannot be allowed to reverse the effects of the agreement by pursuing both the original complaint and the subsequent complaint arising from such non-compliance. The settlement agreement subsumes the original complaint****. Non-compliance of the terms of the settlement agreement or dishonour of cheques issued subsequent to it, would then give rise to a fresh cause of action attracting liability under Section 138 of the NI Act and other remedies under civil law and criminal law.*
>
> > *XXX*
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> ***C.2. Liability arising from the settlement agreement***
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> *31. Once a settlement agreement has been entered into between the parties, the parties are bound by the terms of the agreement and any violation of the same may result in consequential action in civil and criminal law.*"
>
> (emphasis supplied)

14. However, this Court is of the view that the Settlement Agreement was executed solely between the appellant and respondent No.1-wife. The respondent

No.2-daughter (who had attained age of majority prior to the execution of the Settlement) was not a party to the Settlement Agreement. In the circumstance, it cannot be said that respondents No. 2-daughter had waived her right to monetary claims.

RELIEF

15. In view of the foregoing, the present appeal is allowed and the judgment and order 26th October 2018 passed by the High Court of Kerala in CRL. MC No. 8568/2017 is set aside. Proceedings in M.C. 23/2017 on the file of the Judicial First Class Magistrate Court, Kalamassery, are quashed. It is, however, clarified that respondent No.2-daughter shall be at the liberty to initiate fresh proceedings seeking monetary reliefs against the appellant, if so advised, in accordance with law. Needless to state, if any proceedings are filed, the same shall be decided in accordance with law. Pending applications, if any, stand disposed of.

.....J.
[SANDEEP MEHTA]

.....J.
[MANMOHAN]

New Delhi;
August 24, 2026