



**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

134

CR-5982-2025 (O&M)  
Date of decision: 01.09.2025

Sabyasachi Mukherjee

...Petitioner

V/s

Archana Mukherjee

...Respondent

**CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Abhinav Sood, Advocate, for the petitioner.

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**VIKRAM AGGARWAL, J (ORAL)**

The present revision petition, preferred under Article 227 of the Constitution of India, assails order dated 16.07.2025 (Annexure P-8) passed by the Family Court, Faridabad, vide which objections filed by the petitioner to the execution proceedings filed by the respondent-wife were dismissed.

2. The facts, as emanating from the revision petition, are that marriage between the parties was solemnized on 26.04.2001. Two children namely Abhimanyu Mukherjee and Pritha Mukherjee were born on 24.02.2004 and 13.04.2009 respectively. On account of temperamental and irreconcilable differences, parties could not pull on together as a result of which, a petition under Section 13B of the Hindu Marriage Act, 1955 (hereinafter referred to as the "HMA") was instituted. A memorandum of understanding (Ex.P1) (for short the "MOU") was executed on 20.05.2022. Statements on first motion were recorded on 20.05.2022 (Annexure P-2). Statements on second motion were recorded on 21.11.2022 (Annexure P-3). A supplementary MOU (Annexure P-4) was also executed on 21.11.2022 and the decree of divorce was passed on 21.11.2022 (Annexure P-5).

3. An execution petition (Annexure P-6) was filed by the respondent-wife, wherein objections (Annexure P-7) were submitted by the



petitioner, which have now been dismissed by way of the impugned order dated 16.07.2025 leading to the filing of the present revision petition.

4. I have heard learned counsel for the petitioner.

5. Learned counsel submits that the Family Court, Faridabad has erred in dismissing the objection petition, for, on account of change in circumstances, the execution petition does not lie. He further submits that in terms of the clauses of the MOU executed between the parties, the balance amount was to be carried forward by the respondent-wife, which has not been done by her. Learned counsel further submits that an application for modification of the terms and conditions of the MOU has been moved under Section 25 of the HMA (Annexure P-9) and the same is pending adjudication. He submits that during the pendency of the said application, the execution proceedings be stayed and further the decision of the application be made time bound.

6. I have considered the submissions made by learned counsel for the petitioner but find the same to be devoid of merit.

7. Initially, MOU dated 20.05.2022 was executed between the parties, clause 7 of which was as under:-

***“7. That Mr. Sabyasachi Mukherjee will take care of children’s education exclusively (Abhimanyu Mukherjee & Pritha Mukherjee up to graduation). Monthly sum of Rupees Twenty Thousand only (Rs.20,000/-) will be by Mr. Sabyasachi Mukherjee at the beginning of each month, to Mrs. Archana Mukherjee, for the educational expenses of the children (trave. expenses to the educational institutes, tuitions, books, uniforms, etc.). However, the educational fees of the educational institutions shall be deposited directly to the institution by Mr. Sabyasachi Mukherjee. (Every month the paid amount will be validated against the actual expenses and carried forward for the next month’s expenses on mutual agreement basis).”***

8. Subsequently, a supplementary MOU was executed on 21.11.2022, in which clause 7 was as under:-



***“7) That Mr. Sabyasachi Mukherjee will take care of children's education exclusively (Abhimanyu Mukherjee & Pritha Mukherjee). A monthly sum of Rupees Fourty Thousand Only (Rs. 40,000/-), will be given by Mr. Sabyasachi Mukherjee at the beginning of each month, to Mrs. Archana Mukherjee, for the educational expenses of the children (travel expenses to the educational institutes, tuitions, books, uniforms, etc.). However the educational fees of the educational institutions shall be deposited directly to the institution by Mr. Sabyasachi Mukherjee. (Every 2 Years the paid amount will be revised as per need of the children against the actual expenses and carried forward for the next months expenses on mutual agreement basis)”.***

9. Decree of divorce under Section 13B of the HMA was passed on 21.11.2022. It appears that the petitioner was not complying with the terms and conditions of the MOU as a result of which, an execution petition was preferred by the respondent-wife, wherein a sum of Rs.2,71,634/- was stated to be outstanding. An objection petition was moved by the petitioner stating that there had been a change in circumstances and that initially also he had been coerced to go in for a divorce by way of mutual consent. It was averred that the children were not being permitted to meet the father and further that the petitioner was suffering from various diseases including heart ailment, diabetes etc.

10. By way of the impugned order, the said objections were dismissed;

***“5. Perusal of the file shows that the present execution has been filed for enforcement of order dated 21.11.2022 and for recovery of arrears in pursuance of MOU dated 21.11.2022, on the basis of which divorce petition under Section 13(B) of HMA was allowed. Perusal of the file further shows that both the parties filed a petition u/s 13-B of Hindu Marriage Act seeking divorce by mutual consent on 20.05.2022. Their joint statement on first motion was recorded on 20.05.2022 itself and the terms of settlement by way of MOU Ex.P1 was also tendered. Thereafter joint statement of the parties on second motion was recorded on 21.11.2022 after tendering another MOU Ex. P2.***

***6. Regarding the maintenance of the children including the educations expenses, the terms have been detailed in Point No.7 of said***



***MOU Ex.P2. For compliance of the same, the present execution has been filed.***

***7. Though the JD has taken a plea that the circumstances have undergone a change and that he has signed the said MOU Ex.P2 under coercion, however, the said plea cannot be accepted as the D was at liberty to apprise the said Court about said coercion. Moreover, the JD is not an illiterate person, thus he was also at liberty to move appropriate application before the proper Forum for alleged coercion, if any, however, as per the DH herself, the JD continued abiding the terms of MOU Ex.P2 till March, 2024.***

***On the other hand the JD has also submitted that he has remarried after the passing of decree of divorce by mutual consent. Meaning thereby that the JD is well aware about the consequences of the settlement arrived at with the DH ie. MOU Ex.P1 and Ex.P2 as well as the decree of divorce dated 21.11.2022. It is not expected from the JD that he would accept the decree of divorce in part while not accepting the terms of settlement Ex.P2. Rather, the MOU Ex.P1 and Ex.P2 are part and parcel of the decree dated 21.11.2022. Thus, the JD was required to abide by the terms of MOU Ex. P1 and Ex. P2 in letters and spirit, which he has failed.***

***8. In view of the above discussion, it appears that the objections are nothing, but an attempt to avoid making payment in compliance of the said MOU Ex.P2 dated 21.11.2022 and hence, the same are accordingly dismissed.”***

11. Concededly, the petitioner has moved an application for modification of the terms and conditions of the MOU. Still further, it is an admitted fact that the decree of divorce was passed on the basis of statements given by both sides and in terms of the MOU having been arrived at between the parties. The MOU does not provide for any variation in the terms and conditions on account of change in circumstances. Be that as it may, an application for modification of the terms and conditions of the MOU is already pending, the same statedly having been filed in August 2025. Such modification, if any, shall be ordered by the Court concerned only after hearing both sides. For the present, there appears to be no reason to stay the execution proceedings or to allow the objections filed by the petitioner. This Court also does not find any reason to issue any direction to the Court



concerned for time bound decision of the application for modification of the terms and conditions of the MOU, the same having been filed only in August 2025.

12. Having perused the impugned order, this Court finds absolutely no illegality in the same warranting interference.

13. That being so, the revision petition is found to be devoid of merit and is accordingly dismissed.

Pending application(s), if any, shall also stand disposed of.

**(VIKRAM AGGARWAL)**  
**JUDGE**

**September 01, 2025**

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No