



2026:DHC:8866-DB



\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

***Reserved on: 08.09.2026***

***Pronounced on: 08.10.2026***

# **CNR No. DLHC010424222026**

+ **MAT.APP.(F.C.) 337/2026 & CM APPL. 60875/2026**

**KRITIKA RAJPAL & ANR.**

**.....Appellant**

Through: **Mr. Ankit Banati and Mr. Vikas Maini, Advs.**

**versus**

**NEMO.**

**.....Respondents**

Through: **Mr. Deepak Mahajan and Mr. Sanchit Sehgal, Advs.**

**CORAM:**

**HON'BLE MR. JUSTICE VIVEK CHAUDHARY**

**HON'BLE MS. JUSTICE RENU BHATNAGAR**

**J U D G M E N T**

**CM APPL. 60875/2026 (Exemption)**

1. Exemption is allowed, subject to all just exceptions.
2. Accordingly, the application stands disposed of.

**MAT.APP.(F.C.) 337/2026**

3. The present appeal has been filed under Section 19 of the Family Courts Act, 1984 read with Section 28 of the Hindu Marriage Act, 1955 ("HMA") against the Order dated 17.08.2026 passed by the learned Judge, Family Court-02, West District, Tis Hazari Courts, Delhi ("Family Court") in HMA No. 1281/2026 titled ***Kritika Rajpal and Amit Yadav***, whereby the application filed by the appellants under the proviso to Section 14(1) of the HMA read with Section 151 of the Code of Civil Procedure, 1908, seeking waiver of the statutory period of one year from the date of marriage, was dismissed and,



2026:DHC:8866-DB



consequently, the joint petition filed by them under Section 13B(1) of the HMA seeking dissolution of marriage by mutual consent was dismissed as premature.

4. The marriage between the parties was solemnized on 01.12.2025 according to Hindu rites and ceremonies at Arya Samaj Mandir, WZ-1110, Badiyal Mohalla, Palam Village, New Delhi. After the marriage, appellant no. 1 joined the matrimonial home at the residence of appellant no. 2 at A-33, Vikas Nagar, Hastsal Extension, Uttam Nagar, West Delhi.

5. It is the undisputed factual position that owing to irreconcilable differences in temperament and perspective and complete mutual incompatibility, the parties found it impossible to continue the marriage and have been living separately since 23.02.2026, that is, within eighty-four days of the solemnization of the marriage. The marriage was never consummated and no child has been born from the wedlock. Neither party has instituted any criminal complaint, first information report, proceeding under the Protection of Women from Domestic Violence Act, 2005, or any claim for maintenance against the other or against the family members of the other.

6. Efforts at reconciliation through the families and relatives of both sides having failed, the parties executed a Memorandum of Understanding dated 30.04.2026, whereby they mutually and amicably settled all their claims against each other in full and final



2026:DHC:8866-DB



terms and agreed to seek dissolution of their marriage by mutual consent.

7. In terms of the said Memorandum of Understanding, on 06.05.2026, the parties jointly presented a petition under Section 13B(1) of the HMA before the Family Court, which came to be registered as HMA No. 1281/2026. Since the petition was presented within about five months of the marriage, it was accompanied by an application under the proviso to Section 14(1) of the HMA read with Section 151 CPC seeking leave to present the petition before the expiry of one year, supported by a joint affidavit as well as separate affidavits of both the parties.

8. By the impugned order, the learned Family Court declined leave under Section 14 of the HMA. The relevant portion of the impugned order reads as under:

*“6. Having gone through the application, this Court finds it appropriate to observe that the same does not reflect the cause of non-consummation of marriage. None of the parties claim that the other party is impotent or incapable of intercourse. Given the fact that the petitioners stayed together in the matrimonial home for 84 days, this Court finds it difficult to uphold the bald assertions of the parties that the marriage remained non-consummated, particularly when none of them have come forward to explain the cause thereof. The MOU signed by the parties is also silent in this respect. Parties could not be permitted to use the phrase ‘non-starter marriage’, without explaining the cause thereof.*

*7. Apparently, parties have failed to substantiate any of the circumstances so as to seek waiver u/s 14 of*



2026:DHC:8866-DB



*Hindu Marriage Act. As such, this application stands dismissed.*

*8. The petition filed u/s 13B (1) of HMA is premature. The same is also dismissed.”*

9. Heard learned counsel for the parties and perused the record.
10. Learned counsel for the parties submits that the marriage was a complete non-starter; that the parties separated within eighty-four days of its solemnization and have had no cohabitation whatsoever thereafter; that the marriage was never consummated, a fact deposed to on oath by both the parties and recorded in the Memorandum of Understanding itself; that all disputes stand settled and nothing survives for reconciliation; that there are no children of the marriage; and that compelling the parties, who are both young, to remain bound to a marriage which exists only on paper for the residue of the statutory period would occasion exceptional hardship to both of them.
11. It is pertinent to note Section 13B(1) of the HMA, which reads as under:

*“(1) Subject to the provisions of this Act a petition for dissolution of marriage by a decree of divorce may be presented to the district court by both the parties to a marriage together, whether such marriage was solemnized before or after the commencement of the Marriage Laws (Amendment) Act, 1976 (68 of 1976), on the ground that they have been living separately for a period of one year or more, that they have not been able to live together and that they have mutually agreed that the marriage should be dissolved.”*

12. Section 14 of the HMA provides as under:



2026:DHC:8866-DB



*“(1) Notwithstanding anything contained in this Act, it shall not be competent for any court to entertain any petition for dissolution of a marriage by a decree of divorce, unless at the date of the presentation of the petition one year has elapsed since the date of the marriage:*

*Provided that the court may, upon application made to it in accordance with such rules as may be made by the High Court in that behalf, allow a petition to be presented before one year has elapsed since the date of the marriage on the ground that the case is one of exceptional hardship to the petitioner or of exceptional depravity on the part of the respondent, but if it appears to the court at the hearing of the petition that the petitioner obtained leave to present the petition by any misrepresentation or concealment of the nature of the case, the court may, if it pronounces a decree, do so subject to the condition that the decree shall not have effect until after the expiry of one year from the date of the marriage or may dismiss the petition without prejudice to any petition which may be brought after expiration of the said one year upon the same or substantially the same facts as those alleged in support of the petition so dismissed.*

*(2) In disposing of any application under this section for leave to present a petition for divorce before the expiration of one year from the date of the marriage, the court shall have regard to the interests of any children of the marriage and to the question whether there is a reasonable probability of a reconciliation between the parties before the expiration of the said one year.”*

13. The scope and application of the aforesaid provisions has been considered by the Full Bench of this Court in MAT.APP. (F.C.) 111/2025, titled **Shiksha Kumari v. Santosh Kumar**, decided on 17.12.2025, wherein it was held as under:

*“57. We may summarise our conclusions in response to the questions posed, as follows:*



2026:DHC:8866-DB



57.1. The statutory period of 01-year prescribed under section 13B(1) of the HMA as a pre-requisite for presenting the first motion, can be waived, by applying the proviso to section 14(1) of the HMA;

57.2. The waiver of the 01-year separation period under section 13B(1) of the HMA does not preclude waiver of the 06-month cooling-off period for filing the second motion under section 13B(2); and waiver of the 01-year period under section 13B(1), and the 06-month period under section 13B(2), are to be considered independently of each other;

57.3. Where the court is satisfied that the 01-year period under section 13B(1) and the 06-month period under section 13B(2) of the HMA deserve to be waived, the court is not legally mandated to defer the date from which the divorce decree would take effect, and such decree may be made effective forthwith;

57.4. Such waiver is not to be granted merely for the asking but only upon the court being satisfied that circumstances of 'exceptional hardship to the petitioner' and/or 'exceptional depravity on the part of the respondent' exist, while also testing the case on the anvil of the considerations set-out in Pooja Gupta;

57.5. Waiver, as above, can be granted both by the Family Court as well as the High Court; and

57.6. As contemplated in the proviso to section 14(1) of the HMA, where a court finds that the waiver of the 01-year period under section 13B(1) has been obtained by misrepresentation or concealment, the court may defer the date on which the divorce would take effect, as may be considered appropriate; or may dismiss the divorce petition, at whichever stage it is pending, without prejudice to the right of the parties to present a fresh petition under section 13B(1) of the HMA after expiration of the 01-year period, on the same or substantially the same facts as may have been pleaded in the petition so dismissed."



14. Section 14 of the HMA embodies the legislative intent that parties should ordinarily not seek dissolution of marriage within one year of its solemnization, so that they may have sufficient time to reconsider their decision and attempt reconciliation. However, the proviso to Section 14 recognizes that in certain situations insistence on the statutory waiting period may itself result in undue hardship, and therefore empowers the Court to grant leave where the circumstances disclose exceptional hardship.

15. In the aforesaid case of **Shiksha Kumari** (supra), the full bench has set out the rationale behind granting exemption to the parties in reads as under:

*“53. In fact, where the court finds that there was no misrepresentation or concealment in obtaining the leave to file the first motion before expiry of the 01-year separation period, holding the divorce decree in abeyance till a later date would amount to the court adopting a conflicted position, inasmuch as, despite being satisfied that the exceptional circumstances contemplated in the proviso of section 14(1) exist, the court would yet keep two unwilling persons tied in matrimony.*

*54. It may be necessary to articulate, that even where spouses file for divorce by mutual consent, their wish to part-ways would always be rooted in some basis or reason, though they may have chosen to adopt the consensual route for divorce. In such circumstances, it would be wholly undesirable to keep spouses embroiled in a bad marriage, instead of releasing them from the matrimonial bond. It hardly needs enunciation that such a situation would inflict undue psychological and emotional distress on one or both spouses, and that in itself may qualify as exceptional hardship on them.*



55. *In certain cases, delaying the obliteration of the matrimonial bond may lead to one or the other spouse being unable to form a meaningful relationship with someone else, which would affect their future prospects irreparably, including prospects of remarriage and social integration. In the face of such a situation, the argument opposing waiver of the statutory period, even though envisaged by the Legislature as a period for reconciliation, would pale into insignificance since all relationships cannot be mended.*

56. *Though there is no doubt that the sanctity, stability, and solemnity of the institution of marriage holds social and cultural significance in our society, however where the spouses are ad-idem that their marriage must be ended, efforts to save a broken marriage would give primacy to outward social pretense at the cost of autonomy and dignity of the affected couple.”*

16. In **Amardeep Singh v. Harveen Kaur**, (2017) 8 SCC 746, the Supreme Court, while dealing with the period prescribed under Section 13B(2) of the HMA, observed that the object of the waiting period is to guard against a hurried decision where there is otherwise a possibility of differences being reconciled, and that the object is not to perpetuate a purposeless marriage or to prolong the agony of the parties where there is no chance of reconciliation. Though the observations were made in the context of Section 13B(2), the underlying principle informs the exercise of discretion under the proviso to Section 14(1) as well.

17. The learned Family Court has drawn an adverse inference from the fact that the parties resided in the matrimonial home for eighty-four days. However, residence under a common roof is not, by itself,



2026:DHC:8866-DB



proof of consummation. Whether a marriage has been consummated is a matter lying peculiarly within the private knowledge of the two spouses, of which, in the nature of things, there can be no independent or external proof. Where both parties have consistently and consensually asserted non-consummation on oath, and there is nothing on record to contradict them, such assertion cannot be characterised as a “bald” one as done by the learned Family Court, merely because it is incapable of corroboration. In the present case, the undisputed position on record is that the parties separated within eighty-four days of the marriage, that the marriage was never consummated, that there has been no cohabitation whatsoever since 23.02.2026, that there are no children from the wedlock, and that all disputes between them stand settled by the Memorandum of Understanding dated 30.04.2026. We are, therefore, required to examine, as Section 14 of the HMA requires, whether the case discloses exceptional hardship and whether there exists any reasonable probability of reconciliation between the parties. The absence of consummation, coupled with the separation of the parties within weeks of the marriage, indicates that the matrimonial relationship between them never took shape in any meaningful sense. Both parties have unequivocally expressed their intention not to continue the relationship, and there is no material on record to indicate any possibility of resumption of matrimonial life.

18. It may also be noticed that the marriage between the parties was solemnized on 01.12.2025, and that only a few months now remain before the statutory period of one year prescribed under Section 14(1)



2026:DHC:8866-DB



of the HMA runs out. The parties have been living separately for the greater part of the period which the statute contemplates as a period of reflection, and that period has produced no rapprochement whatsoever. Requiring them to await the expiry of the small residue of that period, only to present afresh the very petition which is already on the file of the Family Court upon the same facts, would be an empty formality serving no purpose which the provision was enacted to secure.

19. In such circumstances, insisting that the parties wait out the residue of the statutory period would serve no meaningful purpose. It would only prolong a marriage which exists merely in law and not in substance, and compel the parties to endure a relationship devoid of any matrimonial foundation, thereby causing avoidable hardship rather than advancing the object of the statute. We find it appropriate that the parties should be permitted to start their lives afresh.

20. This Court is accordingly satisfied that the present case squarely falls within the exception carved out by the proviso to Section 14(1) of the HMA, and that the considerations set out by the Full Bench of this Court in **Shiksha Kumari** (supra), are also satisfied, the parties being mature adults who have taken an informed and voluntary decision, free of coercion, in respect of a marriage which has been of the briefest duration and admits of no possibility of reconciliation.



2026:DHC:8866-DB



21. In the view of the above discussion, the reasons which weighed with the learned Family Court in declining leave cannot be sustained, and the impugned order is liable to be set aside.

22. The present Appeal filed by the appellants is allowed. Accordingly, the Order dated 17.08.2026 passed by the learned Family Court is set aside, and leave is granted to the parties to present their joint petition for divorce by mutual consent under Section 13B(1) of the HMA before the Family Court forthwith, without waiting for the expiry of one year from the date of marriage.

23. The matter is remanded back to the Family Court concerned with the direction to proceed with the petition under Section 13B(1) of the HMA in accordance with law, expeditiously. Further, parties are permitted to file second motion under Section 13 B(2) as per law and as and when the second motion petition under Section 13B(2) of the HMA is filed, the Family Court shall consider and decide the said petition as expeditiously as possible, keeping in view the law laid down.

24. The appeal stands allowed in the above terms.

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

**VIVEK CHAUDHARY, J.**

**RENU BHATNAGAR, J.**

**OCTOBER 08, 2026/MY**