

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION
TRANSFER PETITION(CRL.)NO.185 OF 2020

ANNU KUMARI

... PETITIONER

Versus

UMESH CHANDRA RASTOGI & ORS.

... RESPONDENTS

O R D E R

This is a transfer petition at the instance of the petitioner - wife seeking transfer of Criminal Case No.402/2017, titled as "State vs. Umesh Chandra Rastogi and Ors.", pending adjudication in the Court of Addl.Chief Judicial Magistrate-V, Varansi, Uttar Pradesh to the Court of Chief Judicial Magistrate, Saran Bihar.

During the pendency of the transfer petition, vide order dated 24.09.2021, the underlying main dispute between the parties was referred to the Supreme Court Mediation Centre to explore the possibility of settlement between the parties.

In compliance of the said order, a letter dated dated 08.12.2021 has been received from the Supreme Court Mediation Centre indicating therein that the parties have entered into a Settlement Agreement dated 07.12.2021. The terms of Settlement Agreement read as under:

"2. Comprehensive mediation sessions Physically held

today with the parties separately and jointly today i.e. on 07.12.2021 and with the indulgence of counsels and Mediator, the parties have arrived at an amicable settlement on the following terms and conditions:

(I) Both the parties hereto confirm and declare that they have, voluntarily and of their own free will have decided not to live together as husband and wife. Both the parties have arrived at this Settlement in the presence of the Mediator, the counsel for the petitioner and Counsel for the Respondent.

(II) The parties have agreed that they shall jointly request and pray for divorce by mutual consent under Article 142 of the Constitution of India before the Hon'ble Supreme Court of India. The Respondent-husband has agreed to pay full and final amount of Rs. 5,00,000/- (Rupees Five Lakh Only) to the Petitioner-wife towards full and final settlement of all her claims towards permanent alimony, maintenance (past, present and future), belongings and or any other claim whatsoever. The husband has delivered Bank Draft No. 380580 Issued by Union Bank of India Branch Godowlia Banaras of Rs. 5,00,000/- (Rs. Five Lakhs Only) in the name of Petitioner Annu Kumari who has received this draft and issued has the receipt of this draft.

(III) In view of the terms of this settlement-agreement, the parties have agreed to settle their all the disputes whatsoever.

3. That both the parties have exchanged all their belongings and articles with each other and nothing remains to be exchanged or returned between the parties.

4. Both the parties undertake not to withdraw their consent at any point of time and shall co-operate with the other party in dissolving their marriage by mutual consent. The withdrawal of consent by any of the parties shall give right to the other party to seek all remedies under the law as permissible.

5. Both the parties undertake that henceforth, they would not interfere in the life of each other by any means and would not file any civil/criminal complaint or any other case against each other and I or their family members with regard to the present matrimonial alliance & shall not to make any claim or right over the properties immovable or movable of

each other or their parents in future. Both the parties further undertake not to spread any ill-will against each other in the society.

6. By signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.

7. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.

8. That both the parties have gone through the details of the aforesaid terms of settlement agreement and have understood the same.

9. That the parties are accordingly signing this settlement agreement in presence of the following persons, to authenticate their will to comply the same as agreed above."

Learned counsel for the parties submit that the parties have complied the conditions and would adhere to the remaining terms of Settlement Agreement entered before the Supreme Court Mediation Centre and considering the fact that the marriage between the parties which was solemnized on 28.02.2008 cannot be carried further, the same be dissolved by exercising power under Article 142 of the Constitution of India.

During the course of hearing, learned counsel for the petitioner - wife submits that the petitioner has received Rs.5,00,000/- (Rupees five lakh only) towards full and final settlement of all her claims towards permanent alimony, maintenance (past, present and future), belongings and or any other claim whatsoever as mentioned in the Settlement Agreement dated

07.12.2021.

In light of the above, we are of the considered view that it is a fit case to invoke our jurisdiction under Article 142 of the Constitution of India and grant a decree of divorce by mutual consent in terms of the Settlement Agreement dated 07.12.2021.

Accordingly, a decree of divorce by mutual consent of the marriage dated 28.02.2008 between the petitioner -wife and the respondent-husband is granted by invoking our jurisdiction under Article 142 of the Constitution.

In view of the Settlement Agreement dated 07.12.2021, all litigations pending between the parties shall also stand closed and the respective courts shall take note of this order and dispose of the proceedings as such between the parties.

The transfer petition stands disposed of accordingly.

As a sequel to the above, pending interlocutory applications also stand disposed of.

The parties are directed to abide by the terms of Settlement Agreement dated 07.12.2021 in its letter and spirit.

.....J.
(A.S. BOPANNA)

.....J.
(HIMA KOHLI)

NEW DELHI;
JANUARY 24, 2022.

