

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

IA No. 13973 of 2022
IN/AND
TRANSFER PETITION (C) NO. 812 OF 2019

VIDHYA @ BHARTI NANDKUMAR JAMBE

Petitioner(s)

VERSUS

VIKAS VASUDEV BHUJBALE

Respondent(s)

O R D E R

Pursuant to the liberty given by the Court, the parties approached the Supreme Court Mediation Centre. Ms. Anupama Ahluwalia was appointed as Mediator who successfully facilitated settlement between the parties. The settlement agreement has been duly signed by the parties and their advocates. The parties have amicably resolved all their differences on terms and conditions as specified in the settlement agreement. The same reads thus:

"SETTLEMENT AGREEMENT

This Settlement Agreement (**Settlement Agreement**) is entered into between Mrs. Vidhya Jambe, D/o Nandu Jambe, R/o Ward No 2, Bhatkuli, Wathoda, Sukleshwar, Wathoda Sh., Amravati, Maharashtra 444802, (herein referred to as the "Petitioner").

AND

Mr. Vikas Vasudev Bhujbale, S/o Mr. Vasudev Bhujbale, R/o Address: E/11, Part-2, Manhar

Colony, B/h. Dhiraj Housing Board, Maninagar, Ahmedabad, Gujarat-380008 (hereinafter referred to as the "Respondent").

The marriage between the parties was solemnized on 19.05.2017 at Paratwada, Maharashtra in accordance with Hindu custom, rites and ceremonies. They have one son named Vansh who is about 3 years old. Disputes arose between the parties, and the parties have been staying separately since the pregnancy of the Petitioner. The son has been residing with the Petitioner since birth.

The present matter was referred for mediation by Hon'ble Mr. Justice Hrishikesh Roy of this Hon'ble Supreme Court vide its Order dated 24.07.2020 in the above mentioned matter.

Comprehensive mediation sessions, both joint and single sessions, were held with the parties separately and jointly in the presence of their Counsels on 01.02.2020, 15.02.2020 and through video conferencing on 06.01.2021, 08.01.2021, 28.01.2021 and 10.02.2021.

The parties have voluntarily and with their consent arrived at an amicable settlement for dissolving the marriage by mutual consent through the process of mediation, on the terms and conditions set out hereunder.

1. It is agreed between the parties that they shall not live together in future as husband and wife and shall dissolve their marriage by mutual consent.
2. It is agreed between the parties that they shall jointly move an application for decree of divorce by mutual consent before this Hon'ble Supreme Court invoking the inherent power under Article 142 of the Constitution of India.
3. The following cases are pending between the Parties:-
 - A maintenance case filed by the Petitioner under section 125 of Cr. P.C. : Cr. M. A. No. 41 of 2018 at Amravati, Maharashtra.
 - A divorce case filed by the Respondent: H.M.P. No. 2271 of 2018 at Family Court Ahmedabad, Gujarat.
 - Execution Petition filed by the Petitioner under Cr. M.A. No. 60 of 2019 at Bhatkuli Court, Amravati.
4. Both the parties have agreed:-

- a. The Respondent shall pay a total of Rs. 4,00,000 (Rupees Four Lakhs Only) towards maintenance, alimony (past, present and future) and any other claim whatsoever for the Petitioner and the son, in two instalments.

The First instalment of Rs.2,00,000/ (Rupees Two Lakhs Only) will be made via demand draft drawn in favour Bharti Nandu Jambe on the day of signing of the Settlement Agreement:

A second instalment shall be paid via online transfer by the Respondent in the amount of Rs, 2,00,000/ (Rupees Two Lakhs Only) in the account of Bharti Nandu Jambe in accordance with the bank details given below, within 30 days of signing of the Settlement Agreement

Name : Bharti Nandu Jambe
Bank: Central Bank of India
Branch: Wathoda Sukleshwar
Account no. 3152831906
IFSC code: CBIN0282296

- b. The Respondent shall return the following jewellery to the Petitioner on the day of signing of the Settlement Agreement:-

1. One gold ring of approximately 5gm (which was given by the Petitioner at the time of marriage)

5. It is agreed between the parties that the custody of the son namely Vansh shall remain with the Petitioner. The parties agree that the Respondent will not claim custody of the son in future. It is mutually agreed that the Petitioner will not claim any maintenance or right, in the property of the Respondent, on behalf of her son in future; and the son himself or through his guardian shall not claim any right in the property of the Respondent or in the property of the paternal grandparents.

6. Both the parties agree to withdraw all the pending cases mentioned in para-3 of the present Settlement Agreement besides all other pending cases/petitions filed by them, if any,

against each other before any court of law or any other forum, even if other party has no knowledge of it. This should be done within three weeks of signing of the Settlement Agreement. They agree to take all necessary steps and cooperate with each other to withdraw the same before the filing of the Petition for divorce by mutual consent.

7. Both the parties agree that henceforth the Petitioner and her son, and the Respondent will not file any civil/criminal complaint(s) or any case(s) against each other or against their respective family members and/or relatives in future with regard to the present matrimonial matter.

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

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

10. Both the parties have agreed that in case any party does not fulfill any of the terms mentioned in the present Settlement Agreement, the other party shall have the right to initiate legal/ appropriate proceedings against the other party in default.

11. Both the parties have read and understood the terms of the present Settlement Agreement and have consulted their respective legal counsels also, and are accordingly signing this Settlement Agreement, to authenticate their will to comply with the same.

12. This Settlement Agreement supersedes all prior negotiations and discussions held between the parties regarding this matter.

(Vidhya@ Bharti Nandkumar Jambe)

Petitioner - wife

(Kavita Watane)

(Vikas Vasudev Bhujbale)

Respondent - husband

(Mehul Surti)

[ANUPAMA AHLUWALIA]

Advocate/Mediator
Supreme Court of India

Date: February 11, 2021"

A joint application is filed by the learned counsel for the parties on behalf of their respective clients for disposing of the transfer petition and all proceedings pending between the parties in the respective courts on terms and conditions specified in the Settlement Agreement, reproduced hereinabove.

We are satisfied that the settlement entered into between the parties on 11.02.2021 deserves to be accepted. Further, we accede to the prayer for a decree of divorce by mutual consent in exercise of plenary powers of this Court under Article 142 of the Constitution of India to do substantial justice to the parties.

We, accordingly, grant the decree of divorce by mutual consent as prayed. Undertakings given by the parties in the settlement dated 11.02.2021 are accepted. Accordingly, the marriage between parties solemnized on 19.05.2017 stands dissolved.

In view of above, all cases pending between the parties, details of which mentioned in paragraph 3 of the Settlement Agreement, shall stand withdrawn to this Court and are quashed/disposed of in terms of this order.

We once again record and accept the undertaking given by the parties that they will abide by the terms and conditions incorporated in the Settlement Agreement without any exception and that they shall not initiate any further civil or criminal case against each other and/or their family members with regard to the matrimonial alliance.

We express a word of appreciation for the sincere efforts put in by Ms. Anupama Ahluwalia, Mediator who facilitated the parties to resolve their differences in the above terms.

Resultantly, I.A. No. 13973 of 2022 is allowed and the Transfer Petition is disposed of in the aforementioned terms.

Pending applications, if any, stand disposed of.

.....,J.
(A.M. KHANWILKAR)

.....,J.
(ABHAY S. OKA)

NEW DELHI;
MARCH 21, 2022.

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Transfer Petition(s) (Civil) No(s). 812/2019

VIDHYA @ BHARTI NANDKUMAR JAMBE

Petitioner(s)

VERSUS

VIKAS VASUDEV BHUJBALE

Respondent(s)

IA No. 13973/2022 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 63764/2019 - EX-PARTE STAY)

Date : 21-03-2022 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR

HON'BLE MR. JUSTICE ABHAY S. OKA

For Petitioner(s) Mr. Mithilesh Kumar Singh, AOR
Ms. Manju Singh, Adv.
Mr. Tarun Verma, Adv.
Mr. Neeraj Tripathi, Adv.
Mr. Shadab Husain Khan, Adv.

For Respondent(s) Mr. Manoj K. Mishra, AOR
Mr. Umesh Dubey, Adv.
Mr. Alok Pandey, Adv.
Dr. Indra Pratap Singh, Adv.
Mr. A.A. Bhasme, Adv.
Ms. Kiran Pandey, Adv.

Mr. Manoj K. Mishra, AOR

UPON hearing the counsel the Court made the following
O R D E R

I.A. No.13973 of 2022 is allowed and the Transfer
Petition is disposed of in terms of the signed order.

Pending applications, if any, stand disposed of.

(DEEPAK SINGH)
COURT MASTER (SH)(VIDYA NEGI)
COURT MASTER (NSH)

[Signed order is placed on the file]