

**IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION**

**TRANSFER PETITION(S)(CIVIL) NO(S). 908/2019**

**SABITA SHASHANK SINGH**

**PETITIONER(S)**

**VERSUS**

**SHASHANK SHEKHAR SINGH**

**RESPONDENT(S)**

1. This Court by its order dated 21.01.2020 directed the parties to appear before the Supreme Court Mediation Centre for resolution of their matrimonial disputes.

2. The parties have appeared and interacted with us through video conferencing. They have amicably settled all the disputes and have reduced the settlement terms into writing in the form of Settlement Agreement, which reads thus:

**“SUPREME COURT MEDIATION CENTRE**

**(Under the aegis of the Supreme Court Legal Services Committee)**

IN THE MATTER OF:

Transfer Petition (C) No. 908 of 2019

Sabita Shashank Singh

....PETITIONER

VERSUS

Shashank Shekhar Singh

....RESPONDENTS

Present: Ms. Sabita Shashank Singh, alias Sabita Sureshkumar Singh  
Petitioner-in-person with Mr. Ashwani Garg Advocate for the  
Petitioner.  
Mr. Shashank Shekhar Singh with Avneesh Arputham  
Advocate for the Respondent

## SETTLEMENT AGREEMENT

The parties have agreed to settle the matter between them on the following terms and conditions as per this agreement

Between

Smt. Sabita shashank Singh alias Sabita Sureshkumar Singh w/o Shri Shashank Shekhar Singh and d/o Shri Sureshkumar Singh R/o 1279, 12th Floor, I-1 Block, Gaur Grandeur, Noida, Sector 119, Uttar Pradesh – 201 301 (hereinafter called the Petitioner/ Wife)

And

Shri Shashank Shekhar Singh s/o Shri Ashok Kumar Singh R/o Flat No. 1703, Bldg. T-98, Amanora Park Town, Hadapsar, Pune-411028 (hereinafter called the Respondent / Husband)

WHEREAS the Petitioner and the Respondent got married on 12.12.2008 at Hotel Ramada, Varanasi, Uttar Pradesh, as per Hindu customs and rites and got the marriage registered at Revenue Department, Bommanahalli, Office of the District Magistrate, Bangalore on 19.12.2009 vide Certificate No. BMH-HM731-2009-10.

WHEREAS both the parties after marriage lived together and cohabited at Bangalore as husband and wife and no child was born out of the said wedlock. The parties also resided at Pune, Singapore and United States of America during the course of their marriage.

WHEREAS some differences arose between the parties and both of them could not reconcile the same and have been living apart / separated from each other since 11.10.2017, and all efforts for reconciliation made by the parties and their relatives, friends and well-wishers have failed.

Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective counsels on 18.02.2020, 19.02.2020, 20.2.2020, 17.03.2020, 20.04.2020, 09.02.2021, 15.02.2021

the Parties have decided to dissolve there marrige on the following terms and conditions.

1. The Parties have agreed to withdraw/Quash/Disposed of the following cases :-

- i) Case number: 99/2019 (Gautam Budh Nagar Court) having CNR Number - UPGB020001362019 filed by the Petitioner/Wife for restitution of conjugal rights
- ii) Case Number: A/151/2019 (Pune court) filed by the Respondent/Husband for divorce
- iii) Complaint bearing no. 13539 dated 11.12.2018 filed by Respondent/ Husband against the Petitioner/wife in Pune

2. That it is agreed between the parties that they shall file a petition jointly for decree of divorce and withdrawal of the aforesaid cases before Hon'ble Supreme court invoking the inherent power under Article 142 of the Constitution of India for grant of divorce by mutual consent and for withdrawal /Quashing/ Disposal of all pending case / complaints between the parties . In case the Hon'ble Supreme Court grants decree of divorce by mutual consent on the same day before the Hon'ble Supreme Court at the time of hearing before the Hon'ble Supreme Court., the husband will pay a sum of Rs. 90,00,000/- (Rs. Ninety Lacs Only) by way of demand draft/RTGS/NEFT in the name of wife Sabita Sureshkumar Singh in ICICI Bank Sector -119 Noida Account No. 250601501313, IFSC Code ICIC0002506 viz full and final settlement of all her claims towards alimony, maintenance (past, present and future), Stridhan, belongings and any other claim whatsoever. In case the Hon'ble Supreme Court declines to grant divorce by mutual consent under Article 142 of Constitution of India then both the parties shall file first motion of divorce by mutual consent in the competent Family Court at Pataila House New Delhi within a one month from the outcome of the order of the Hon'ble Supreme Court and the husband will pay a sum of Rs. 5,00,000- (Rs. Five Lacs Only) to the wife at the time of recording of statement in the first motion before the Family Court Patiala House New Delhi. The husband will pay a sum of Rs. 85,00,000/- (Rs. Eighty five Lacs Only) to the wife by way of demand draft in the name of wife "Sabita Sureshkumar Singh". at the time of recording the statement at the time of second motion before the Family Court, Patiala House, New Delhi which shall be filed after expiry of statutory period or as permitted by the court.

3. It is further agreed between the parties that all the remaining cases will be withdrawn/disposed of in accordance with law before the Ld. Court within one month from the date of first motion.

4. That the Petitioner/Wife and Respondent/husband and their respective family members have agreed to withdraw all the pending cases/complaints filed against each other or their respective family members.

5. That the husband and the wife have mutually agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute.

6. That subject to the aforesaid terms and conditions, the parties have resolved all the disputes amicably in relation to the marriage and have no claims against each other or their respective family members.

7. That by signing this Agreement the parties hereto solemnly state

and affirm that Subject to terms and conditions of this settlement agreement they shall have no further claims or demands against each other including maintenance, jeweleries or any other movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

8. The parties undertake 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.

9. The contents of this settlement-agreement have been explained to all the parties and have been read over to them and also explained by their respective counsels.

Sd/-  
[Sabita Shashank Singh  
alias Sabita Sureshkumar Singh ]  
Wife

Sd/-  
[Shashank Shekhar Singh]  
Husband

Sd/-  
[Ashwani Garg]  
Advocate for petitioner.

Sd/-  
[Avneesh Arputham]  
Advocate for respondents

Sd/-  
**[Kiran Bhardwaj]**  
Mediator  
Supreme Court of India

Date: 15.02.2021.”

**3. A formal joint application (I.A. No.30625/2021) has been moved by the parties for grant of divorce by mutual consent under Article 142 of the Constitution of India and for withdrawal/quashing/ disposing of all cases/complaints pending between them.**

**4. As per settlement arrived at between the parties, a demand draft amounting to Rs.90,00,000/- (Rupees Ninety Lakhs Only) has been made over to the petitioner in our presence, which she has accepted**

unconditionally upon disposal of the proceedings in terms of the settlement agreement executed between the parties and their advocates on 15.02.2021.

5. Having regard to above, we are satisfied that the settlement entered into between the parties on 15.02.2021 deserves to be accepted and so also the prayer made for a decree of divorce by mutual consent in exercise of our powers under Article 142 of the Constitution of India.

6. We, accordingly, grant the decree of divorce by mutual consent to the petitioner and respondent. Their undertakings given in the settlement agreement dated 15.02.2021 are accepted. Accordingly, the marriage between the petitioner and respondent solemnized on 12.12.2008 stands dissolved in terms of the aforesaid Settlement Agreement.

7. In view of above, all cases/complaints pending between the parties in different Courts, details of which are mentioned in paragraph 1 of the Settlement Agreement shall stand withdrawn to this Court and are quashed/disposed of.

8. 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 and shall not initiate any further civil or criminal case against each other and/or their family members with regard to the matrimonial alliance.

9. Resultantly, application No.30625/2021 is allowed and the Transfer Petition is disposed of in the aforementioned terms.

10. We express a word of appreciation for the sincere efforts put in by the counsel for the parties and the learned Mediator, who facilitated the parties to settle the matter in the above terms.

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

.....,J.  
(DINESH MAHESHWARI)

NEW DELHI  
APRIL 05, 2021

