

**IN THE SUPREME COURT OF INDIA
INHERENT JURISDICTION**

Contempt Petition (C) No 622 of 2019

In

Transfer Petition (Civil) No 1326 of 2018

Major Dr R Sathish Kumar

...Petitioner

Versus

Major Dr Karishma Kiran

...Respondent

ORDER

- 1 The contempt proceedings before this Court have arisen as an offshoot of certain orders which were passed by this Court in Transfer Petition (Civil) No 1326 of 2018 [*Major Dr Karishma Kiran vs Major Dr R Sathish Kumar*].
- 2 On 30 August 2018, this Court observed that while no case for transfer was established and the transfer petition was consequently dismissed, parties were in terms of their request permitted to appear before the Mediation Centre of this Court on 24 September 2018. The Court observed that in the event that the mediation is successful, a copy of the report may be sent to this Court for appropriate orders. Following the above direction, this Court noted in its order dated 30 October 2018 that a Settlement Agreement had

been arrived at between the parties on 24 September 2018 which was placed on the record. Parties were directed to abide by the terms and conditions of the Settlement Agreement and to take steps accordingly.

- 3 The contempt petition has been instituted by Major Dr R Sathish Kumar, the original petitioner in the transfer petition on the ground that the respondent Major Dr Karishma Kiran has not abided by the terms of the Settlement Agreement. The Settlement Agreement which has been arrived at between the parties is extracted below:

“SETTLEMENT AGREEMENT

This settlement Agreement is entered into between Petitioner Major Dr. Karishma Kiran, D/o. Late Sh. Birendra Prasad Saha, Rio 204, Military Dental Centre, Likabali Military Station, Arunachal Pradesh, Pin - 791125 and Major Dr. R. Sathish Kumar S/o. Sh. V. Rajamanickam, R/o. Officer Mess, Madhopur Cantonment, Kaman Dwar, Thariya:, Punjab State - 145024.

The marriage between the Petitioner and Respondent was solemnized as per Hindu rites and customs on 31.03.2015 at Vadodma, Gujarat. Both parties resided together as husband and wife till 22nd, January, 2017 and thereafter irretrievable disputes and differences had arisen between the parties. There is no issue out of this matrimonial wedlock.

The Hon'ble Supreme Court vide its order dated 30.08.2018 was pleased to refer the matter to Mediation Centre, Supreme Court.

Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective coLinsels

today i.e. on 24.09.2018.

Both the parties hereto have arrived at an amicable mutual settlement on the following terms and conditions:

1. The Respondent-husband has agreed to forego all his rights with regard to the property at Pune and details are as follows:-

Cluster- Mystic Building-A, Flat No. 1404, Megapolis
R/1/1 to R1/4, Phase -III, Rajiv Gandhi Infotech Park,
Hinjewadi, Pune - 411057

2. The Respondent-husband agrees that the above mentioned flat which is in the joint name of Major Dr. Karishma Kiran and Major Dr. R. Sathish Kumar will be henceforth and will be in the name of only Major Dr. Karishma Kiran. The E.M.I. amount of Rs. 70,000/- (Rupees Seventy Thousand Only) will be paid by Major Dr. Karishma Kiran from next month onwards and the Respondent-husband will not have any liability for the same. The Bank namely State Bank of India, Sinhgarh Branch, Pune will also make the necessary changes in their records and will show the name of only Major Dr. Karishma Kiran with regard to all the property documents. After the property is transferred in the name of Major Dr. Karishma Kiran, the Respondent-husband will have no claim over the same. Major Dr. Karishma Kiran will be absolute owner of the property mentioned herein above.

3. The Petitioner-wife (Major Dr. Karishma Kiran) will not have any claim over any other properties which belongs to the Respondent-husband hereinafter and this property mentioned hereinabove at Para 1 will be the permanent alimony (past,

present and future) i.e. being given by the Respondent-husband to the Petitioner-wife and any other claim whatsoever.

4. Both the Petitioner and Respondent will be withdrawing the matrimonial case No.FCOP No. 271 of 2018 which is pending adjudication before Family Court Secunderabad, Telangana and both the parties will be seeking to dissolve the marriage by granting Mutual Consent Divorce at Dibrugarh, Family Court which will be filed within one month from signing of this Settlement Agreement.

5. That the Respondent-husband has agreed to bear all the expenses to transfer of the said property i.e. Registration charges incurred in transfer of ownership.

6. That the said property mentioned in para 1 will be transferred after recording of First Motion statement for Mutual Consent Divorce at Dibrugarh, Family Court.

7. That both the parties will file Second Motion for Mutual Consent as per law.

8. That the parties have agreed for the condition that, none of them will any other and/or further legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute.

9. By signing this Agreement the parties hereto solemnly state and that they have no further claims or demands against each other including maintenance, jeweleries and/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.

10. That both the parties agreed that from the day of

signing of this Settlement Agreement all the terms are binding on them. Any party who denies/frustrates the above mentioned Settlement Agreement will be liable for legal action. Subject to anything contrary contained herein, the parties will be at liberty and have right to prosecute each other as per law.

11. 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.”

- 4 Mr Tapan Binoy Deb Choudhary, learned counsel appearing on behalf of the petitioner and Ms Madhumita Bhattacharjee, learned counsel appearing on behalf of the respondent have joined in stating that both the parties are desirous of pursuing the Settlement Agreement to its logical conclusion. The respondent has filed a counter affidavit stating that in terms of the Settlement Agreement the First Motion was filed before the Family Court at Dibrugarh. However, the petitioner was required to comply with his obligation of transferring the flat at Pune to the exclusive name of the respondent, in terms of clause (ii) of the Settlement Agreement extracted above. The respondent has also stated that in pursuance of the Settlement Agreement, she has paid the EMIs for the flat amounting to Rs 70,000 per month. At this stage, the Court has been apprised of the fact that the Second Motion which appeared before the Family Court at Dibrugarh has been dismissed today since eighteen months have elapsed after the passing of the First Motion order. Since both the parties have been represented before this Court by their counsel, we are of the view that this is eminently a fit and

proper case for the exercise of the jurisdiction under Article 142 of the Constitution.

5 Mr Tapan Binoy Deb Choudhary, learned counsel appearing on behalf of the petitioner Major Dr R Sathish Kumar states that the petitioner shall within a period of three weeks from today execute all necessary documentation that is required for ensuring the transfer of the residential flat at Pune to the exclusive name of the respondent Major Dr Karishma Kiran. As a matter of fact, we find from clause (ii) of the Settlement Agreement that the parties have agreed that the flat which stood in the joint names shall stand transferred exclusively to the name of the respondent. Since the Settlement Agreement has been taken on the record by the order of this Court dated 30 October 2018 with a direction to the parties to abide by the Settlement, all concerned authorities including the registration authorities, shall necessarily comply with the directions which have been issued by this Court. Both the petitioner as well as the respondent are serving officers of the Indian Army, who are posted at different locations and in order to obviate the hardship to them by being required to pursue any further proceedings before the Family Court at Dibrugarh, we are of the view that the following order would meet the end of justice:

- (i) The petitioner shall within a period of three weeks from today take all necessary steps to execute formal documentation as may be required by the respondent to ensure that the flat at Pune is transferred to the sole and exclusive name of the respondent Major Dr Karishma Kiran;

- (ii) Upon the execution of the documents, all concerned authorities shall take necessary steps to enforce the order passed by this Court on 30 October 2018 and the present order requiring the transfer of the flat to the sole and exclusive name of the respondent;
 - (iii) The formal deed of release/relinquishment to effectuate the above directions shall accordingly be executed by the petitioner and he shall remain present before the registering authorities for registering the document(s) which process shall also be completed within three weeks;
 - (iv) There shall be a decree for divorce by mutual consent which shall come into operation immediately upon the flat at Pune being transferred in terms of the Settlement Agreement to the sole name of the respondent;
 - (v) On compliance with the above directions for effectuating the transfer of the residential flat to the name of the respondent as certified by Ms Madhumita Bhattacharjee, learned counsel for the respondent, the Registry shall draw a decree for divorce by mutual consent in the above terms.
- 6 The above order emanates with the consent of the parties as expressed before this Court by the learned counsel having due regard to the Settlement Agreement which was entered into between them before the Mediation Centre of this Court.

7 The Petition is accordingly disposed of.

8 Pending applications, if any, stand disposed of.

.....J.
[Dr Dhananjaya Y Chandrachud]

.....J.
[M R Shah]

New Delhi;
April 19, 2021
CKB

