

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

Transfer Petition(Civil) No.1306/2025

ANOOP SHARMA

Petitioner(s)

VERSUS

PRERNA SHARMA

Respondent(s)

O R D E R

1. The parties have been able to arrive at an amicable settlement before the Supreme Court Mediation Centre.
2. The Memorandum of Understanding dated 15-10-2025 has been reduced into writing duly signed by the parties, their respective lawyers including the learned Mediator.
3. The terms of the Settlement are as under:-

"MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as Settlement Agreement) is executed at New Delhi on this 15th day of October, 2025.

BETWEEN

Anoop Sharma, S/O Sh. Shiv Shankar Sharma, R/O House No. 2513/A Kunj Gali, Near Dholiya Kuan, Rewari, District: Rewari, Haryana-23401 (herein after referred to as the First Party)

AND

Prerna Sharma, D/O Sh. Hemant Sharma, W/O Anoop Sharma, R/O Ward No. 17, Near Railway Running Room, Ratangarh, Distt. Churu, Rajasthan (herein after referred to as the Second Party).

(The First Party and the Second Party are referred to as 'Parties', where they are referred to collectively)

WHEREAS the marriage between the Parties was solemnized on 16.02.2021 according to Hindu Rites and Ceremonies at Rewari, Haryana. A year later the Parties had matrimonial discord and since then the Parties are living separately. No child is born out of this wedlock.

WHEREAS the Second party lodged FIR No. 0121 Dated 08.04.2024 PS: Ratangarh, District: Churu (Rajasthan) u/s 498-A IPC against the family members of the First Party which is now pending

adjudication before the Court of ACJM, Ratangarh, Churu, Rajasthan.

WHEREAS The Second Party also filed a suit for dissolution of marriage U/S 13 of the Hindu Marriage Act, being Family Main Case No. 43/ 2025, (CNR RJCH OA 0001222025), "Prerna Sharma vs. Anoop Sharma", which is now pending adjudication before Id. Addl. District Judge, Ratangarh, District: Churu (Rajasthan).

WHEREAS seeking transfer of the above-mentioned Family Main Case No. 43/2025, "Prerna Sharma Vs. Anoop Sharma" (CNR No. RJCHOA0001222025) from the Court of Additional Distt Judge, Ratangarh, District: Churu (Rajasthan), along with FIR No. 0121 Dt.08.04.2024 u/s 498-A IPC, PS: Ratangarh, District: Churu (Rajasthan) to the Family Court, Rewari, District Rewari (Haryana) the First Party has filed the present Transfer Petition(C) No. 1306/2025 before the Hon'ble Supreme Court of India.

WHEREAS Notice was issued in the above Transfer Petition on 14-05-2025. And vide order dated 15.07.2025 the matter was referred to the Supreme Court Mediation Centre, New Delhi by the Hon'ble Court for exploring the possibility of a settlement between the parties. Accordingly, comprehensive mediation sessions (Single & Joint Sessions) were held between the Parties on 25.08.2025, 23.09.2025 & 15.10.2025 through physical mode and the parties have agreed to amicably settle their disputes and today on 15.10.2025 the Parties have signed the Memorandum of Understanding inter-alia on the following terms and conditions.

AND NOW THEREFORE THE TERMS OF THE MEMORANDUM OF UNDERSTANDING ARRIVED AT BETWEEN THE PARTIES ARE AS UNDER:-

A. THAT the First Party will pay amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the Second Party as her alimony towards the full and final settlement of the various disputes/ litigations between them. The Second Party will have no other demand/ claim towards her alimony, 'stridhan' and maintenance (past, present & future). The Parties will have no other claim or demand on each other regarding any moveable or immoveable properties including the jewelries.

B. THAT the above-mentioned amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) would be paid by the First Party to the Second Party by way of a Demand Draft bearing No. 554933 drawn on SBI, Rewari in the name of the Second Party payable at Ratangarh, Distt. Churu (Rajasthan) on the Next Date of Hearing of the above-mentioned Transfer Petition before the Hon'ble Supreme Court.

C. THAT the Parties have mutually agreed and undertake to cooperate each other and move appropriate/ joint application before the Hon'ble Supreme Court of India for quashing of the FIR No. 0121, dated 08.04.2024 PS: Ratangarh, District: Churu (Rajasthan) u/s 498-A IPC pending adjudication before the Court of ACJM, Ratangarh, District: Churu (Rajasthan). The consent and

No Objection of the Second Party to this quashment of the above FIR would be subject to the payment of the alimony of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the Second Party by the First Party.

D. THAT the Parties have also mutually agreed and undertake to co-operate each other and move appropriate/ joint application before the Hon'ble Supreme Court of India for the Decree of Divorce by mutual consent by converting Family Main Case No. 43 of 2025, "Prerna Sharma Vs. Anoop Sharma" (CNR No. RJCHOA0001222025) which pending before the Court of Additional Distt Judge, Ratangarh, District: Churu (Rajasthan), as a petition for divorce by mutual consent under Section 13-B of the Hindu Marriage Act. The consent of the Second Party to the divorce by mutual consent would be subject to the payment of the alimony of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the Second Party by the First Party.

E. THAT If the Hon'ble Supreme Court, for any reason, does not dissolve the marriage of the parties, by decree of Divorce And/or does not quash the FIR in question by invoking its jurisdiction under Article 142 of the Constitution of India, the Parties will jointly file petition u/s 13 B of Hindu Marriage Act for Divorce by Mutual Consent before the competent jurisdictional Court and the petition for quashing the FIR in question will be filed before the Competent Jurisdictional High Court. Both the parties will cooperate each other, by signing appropriate petition/ applications/ affidavits etc and presenting themselves before court of law/ authority etc, as and when required by law.

F. THAT the parties undertake not to discuss/ share/ post/ publish the story of their marriage dispute/ cases and their joint photographs in any platform including the Facebook/ WhatsApp/ Instagram or in any other electronic media or publications.

G. THAT the Parties have moved on in their respective lives and have amicably settled all the disputes between them and have no more grudge or grievance against each other and undertake not to interfere in each other's personal life, initiate any other Civil or Criminal litigation, claim or complaint against each other or their respective family members.

H. THAT the parties will remain bound by the terms and conditions of this settlement and they mutually undertake not to challenge the terms and conditions of this Memorandum of Understanding before any court of law. In case of violation of the terms and conditions of this settlement, the aggrieved party will be at liberty to initiate legal action against the violator including the contempt of the court and the violator will be liable to face the cost and consequences of thereof.

I. THAT the Parties have arrived at the Settlement out of their free will and volition and have given their individual consent

in their sound mind without any fear, force, threat, compulsion or coercion from anyone.

The contents of this Memorandum of Understanding have been read out and explained to the Parties through by their respective counsels and having understood the same they are putting their signatures on this Memorandum of Understanding on this 15th day of October, 2025."

4. The original Memorandum of Understanding shall be taken on record and the same be kept with the record of this case.

5. The parties are directed to abide by the terms and conditions as contained in the Memorandum of Understanding without fail.

6. In accordance with the terms of the Memorandum of Understanding, the learned counsel appearing for the husband has handed over a demand draft of the amount of Rs.10,00,000/- (Rupees Ten Lakh only) drawn in favour of his wife to the learned counsel appearing for the petitioner - wife.

7. In such circumstances, referred to above, all proceedings between the parties, civil and criminal, stand terminated.

8. The marriage between the parties stands dissolved in exercise of our powers under Article 142 of the Constitution.

9. The Registry to draw a decree accordingly.

10. This Transfer Petition stands disposed of.

11. Pending applications, if any, also stand disposed of.

.....J
(J.B. PARDIWALA)

.....J
(K.V. VISWANATHAN)

NEW DELHI
12TH NOVEMBER, 2025.

ITEM NO.7

COURT NO.8

SECTION XV

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(Civil) No.1306/2025

ANOOP SHARMA

Petitioner(s)

VERSUS

PRERNA SHARMA

Respondent(s)

[MEDIATION REPORT RECEIVED]

(IA No. 113235/2025 - EX-PARTE STAY & IA No. 113238/2025 -
EXEMPTION FROM FILING O.T.)

Date : 12-11-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) :

Mr. Devender Saini, Adv.
Mr. Vishwa Pal Singh, AOR
Mr. Rajinder Pal Singh, Adv.
Mr. Abdhesh Kumar, Adv.
Mr. Amit Kumar, Adv.
Mr. Suraj Pal Singh Mina, Adv.

For Respondent(s) :

Mr. Siddharth Krishna Dwivedi, AOR
Ms. Ayushi, Adv.
Mr. Rishabh Srivastava, Adv.
Mrs. Mini Kaushik, Adv.

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

1. This Transfer Petition stands disposed of, in terms of the signed order.
2. Pending applications, if any, also stand disposed of.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)

(Signed Order is placed on the file)