

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 1475/2020

MEENAKSHI GARG Petitioner(s)

VERSUS

ASHWANI Respondent(s)

O R D E R

Learned counsel for the parties have referred to the settlement agreement executed by and between the parties on 04.11.2022 before the Supreme Court Mediation Centre, New Delhi and have submitted that all the disputes and differences between the parties having been amicably resolved, appropriate and necessary orders may be passed in terms of their agreement.

2. The petitioner-wife has filed this petition under Section 25 of the Code of Civil Procedure, 1908 read with Article 139A(1) of the Constitution of India seeking transfer of the petition for dissolution of marriage, being Petition No. 1270 of 2020 titled as "*Ashwani v. Meenakshi Garg*" from the Court of the Principal Family Judge, Ghaziabad, Uttar Pradesh to the Court of the competent Jurisdiction at Solan, Himachal Pradesh.

3. On 30.08.2022, this matter was referred to the Supreme Court Mediation Centre at the request of the parties.

4. On 04.11.2022, both the parties amicably resolved all their disputes and differences by entering into a settlement agreement in the presence of the Mediator and their respective counsel after participating in mediation sessions.

5. The learned Mediator has forwarded the settlement agreement wherein the parties have stated mutual settlement and have, *inter alia*, stated that they would be jointly making prayer for divorce by mutual consent under Article 142 of the Constitution of India and would also withdraw the pending matters against each other and their respective family members including HMA No. 1270 of 2020 filed by the husband, pending before the Family Court at Ghaziabad, U.P. as also two cases filed by the wife, one being D.V. No. 16/2020 pending before JMJC-1, Solan, Himachal Pradesh and another being No. CR.MA/1225/2022.

6. In terms of the said settlement agreement, both the parties have agreed not to claim any monetary benefit.

7. The settlement agreement dated 04.11.2022

reads as under :

"SETTLEMENT AGREEMENT

This Settlement Agreement is being executed between Petitioner Mrs. Meenakshi Garg, W/O Ashwani, R/O. Garg Niwas, new Kather, PO Chambaghat, Solan, District- Solan, Himachal Pradesh. Respondent Mr. Ashwani S/O Rajendra Prasad, R/o B-133/G-3, Bhaskar Apartments, Shalimar Garden, Main Sahibabad, Ghaziabad, Uttar Pradesh - 201005.

The marriage between the Petitioner and Respondent was solemnized on 18.04.2017 at Solan, Himachal Pradesh according to Hindu rites and customs. Both parties resided together as husband and wife till December, 2018. That no child born from this wedlock. That due to the temperamental differences between the parties, they started living separately with their respective parents. The present petition i.e. T.P. (C) No. 1475 of 2020 has been filed by the Petitioner-wife.

This Hon'ble Court vide its order dated 30.08.2022 was pleased to refer the matter to Mediation Centre, Supreme Court.

Comprehensive mediation sessions were held with the parties separately and jointly on 15.09.2022, 27.09.2022, 14.10.2022 and today i.e. 04.11.2022 with the indulgence of counsels and Mediators the parties have arrived at an amicable settlement on the following terms and conditions:

1. That the parties have decided to part ways amicably and have agreed to not to file cases against each other or against their respective family members
2. Both the parties hereto confirm and declare that they have, voluntarily and of their own will, without coercion or undue influence decided to part ways.
3. That both the parties have declined to claim any monetary benefit out of this settlement. However, they have exchanged some pieces of jewellery whereby the petitioner has

handed over pendent set with gold chain and tops to the respondent while the respondent has handed over a gold necklace to the petitioner has full and final settlement between the parties. Apart from the above no exchange of any items or cash has been contemplated between the parties and non were exchanged.

(a) That husband shall withdraw the case filled by him under section 13 of HMA no. 1270 of 2020 which is pending before the Family Court at Ghaziabad, UP.

(b) That petitioner wife shall withdraw two cases filed by her, one under section 12 of domestic violence act Comp. D.V. Act . 16/2020 pending before Ld. JMJC-1, Solan, Himachal Pradesh and another case being no. CR. MA /1225/2022.

(c) That both the parties undertake to make a request to the Hon'ble Supreme Court to pass a decree of divorce in present case by exercising its jurisdiction under Art. 142 of the Constitution of India.

(d) However, in case the Hon'ble Supreme Court declines to exercise its jurisdiction under Article 142 for any reason, then both the parties undertakes to file joint Petition for divorce by mutual consent at the court with appropriate jurisdiction at Solan Himachal Pradesh within a period of one month from the date of making this settlement as decree by the Hon'ble Supreme Court of India. The parties undertake to complete all required procedures laid down in law and cooperate with each other in achieving the aims and objects of this settlement.

(e) Parties have agreed to withdraw all the cases pending against each other and their respective family members. The said settlement between the parties is in consultation with their respective family members and their respective counsels and that the parties will put an end to the existing disputes. The parties herein also undertake not to file any other case against each other and their respective family members on the basis of any cause of action arising out of the matrimonial alliance under reference.

4. That no any other case is pending or filed by any of the parties against each other except as mentioned above. That in case any case/complaint is filed by any of the party which is not in the knowledge of other shall be treated as withdrawn and infructuous in view of this settlement.

5. That no party will claim any right against the property of each other or their family member after obtaining divorce by mutual consent.

6. This agreement has been executed with calm, healthy mind and body and soul and without any coercion, duress or collusion. the parties hereby undertake to abide by the terms and conditions set out in the above mentioned Agreement.

Sd/-
(Meenakshi Garg)
Petitioner-in-person

Sd/-
(Ashwani Prasad)
Respondent-in-person

Sd/-
(Pankaj Mehta)
Advocate for the Petitioner

Sd/-
(Pooja Singh)
Advocate for the Respondent

Sd/-
(Bhavya Kohli)
Advocate for the Petitioner

Sd/-
[Jamshed Bey]
Mediator/Advocate
Supreme Court Of India
Dated: 4th November, 2022"

8. Learned counsel for the parties frankly submit that the parties having arrived at settlement and the terms of settlement having been fulfilled, necessary orders may be passed by invoking our powers under Article 142 of the Constitution of India.

9. Though, a formal application has not been moved in this matter, we find no reason to keep this matter pending for the purpose of such application in view of the categorical stand taken by the respective parties in their settlement agreement as also before us through their respective counsel.

10. Having regard to the above, and in the circumstances of the case, we are of the considered view that the settlement agreement entered between the parties deserves to be accepted and the prayer jointly made for dissolution of marriage solemnized on 18.04.2017 deserves to be granted. Further, it is just and proper that all pending proceedings between the parties be disposed of, on the terms and conditions as stated and agreed to by the parties.

11. Accordingly, and in view of the above:

(i) HMA No. 1270 of 2020 pending before the Principal Family Judge, Ghaziabad, U.P. stands withdrawn to this Court and is disposed of with reference to Section 13B of the Hindu Marriage Act, 1955 where, by invoking powers under Article 142 of the Constitution of India, we grant a decree of divorce by mutual consent to the parties.

Consequently, the marriage between the petitioner and the respondent solemnized on 18.04.2017 stands dissolved.

(ii) D.V. No. 16/2020 pending before JMJC-1, Solan, Himachal Pradesh and CR.MA./1225/2022 stand disposed of with no further order being required therein.

(iii) The settlement Agreement dated 04.11.2022 is taken on record, made part of this Order, and accepted by the Court. The undertakings given in the Settlement Agreement dated 04.11.2022 are accepted. All claims stand settled in terms thereof.

12. The Parties agree that, henceforth, they will not initiate any proceedings against each other in reference to the issues which stand foreclosed in terms of the settlement agreement. The parties undertake to abide by their obligations without any exception.

13. Consequently, this transfer petition is disposed of in the aforementioned terms. All pending applications also stand disposed of.

14. While disposing of the matter, we place on record our appreciation for the efforts made by the

learned mediator and respective learned counsel in assisting the parties to arrive at an amicable settlement.

.....J.
[DINESH MAHESHWARI]

.....J.
[BELA M. TRIVEDI]

New Delhi;
November 29, 2022.

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Civil) No(s). 1475/2020

MEENAKSHI GARG

Petitioner(s)

VERSUS

ASHWANI
(Mediation Report Received)

Respondent(s)

Date : 29-11-2022 This petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE DINESH MAHESHWARI
HON'BLE MS. JUSTICE BELA M. TRIVEDI

For Petitioner(s) Mr. Pankaj Mehta, Adv.
Ms. Shweta Soni, Adv.
Ms. Bhavya Kohli, Adv.
Mr. Kaustubh Anshuraj, AOR

For Respondent(s) Ms. Aparna Jha, AOR

UPON hearing the counsel the Court made the following

O R D E R

The transfer petition is disposed of in terms of the signed order.

Pending application, if any, stands disposed of.

(MEENAKSHI KOHLI)
ASTT. REGISTRAR-cum-PS

(RANJANA SHAILEY)
COURT MASTER

[Signed order is placed on the file]