

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

Transfer Petition(Civil) No.1479/2020

SANGEETA RANI

Petitioner(s)

VERSUS

ROHIT PANDEY

Respondent(s)

O R D E R

1. This Transfer Petition has been filed by the petitioner (wife) seeking transfer of H.M.A. No.1599 of 2018 instituted under Section 13 (1) of the Hindu Marriage Act, 1955 by the respondent (husband), and which is pending before the Principal Judge, Family Court, Meerut, Uttar Pradesh. The petitioner (wife) sought transfer of the above-captioned case to the Principal Judge, Family Court, Jind, Haryana.

2. The marriage between the parties was solemnized on 01-02-2017 and a son, born from the wedlock on 09-05-2020, is under the care and custody of the Petitioner (wife).

3. When this Transfer Petition came up for hearing on 07-09-2022, the matter was referred to the Supreme Court Mediation Centre on the joint request of the parties to explore the possibility of an amicable settlement of their matrimonial disputes.

4. Pursuant thereto, the Supreme Court Mediation Centre has forwarded a Final Settlement Agreement dated 13-05-2023 arrived at between the parties. Some of the salient features of the said Settlement Agreement are to the following effect:-

"5. Hence both the parties on the last date of mediation hearing, requested to meet again for finalizing terms of final settlement, which was granted and today the parties have agreed for arriving at final settlement as per terms and conditions stipulated herein in this final settlement. Now the parties have settled all the disputes and differences on the following terms and conditions:-

i. Both the parties hereto confirm and declare that they have, voluntarily and of their own will, have decided to give divorce to each other resulting in irretrievably break down of their marriage nuptial as husband and wife. Thus both the parties hereby give their free consent for grant of decree of divorce between the parties and execute all the requisite documents for dissolution of the marriage permanently between both the parties;

ii. That as per settlement arrived between the parties to the present settlement that Mr. Rohit Pandey shall pay a sum of Rs 12 Lakh in total and this entire amount shall be treated as alimony for dissolution of marriage between the parties. Earlier it was agreed that the above said amount shall be paid in two installments of Rs.6 lakh each i.e. first at the time of execution of settlement and second within 30 days, however the one of the parties took an exception to the some of the terms and now finally the respondent Mr. Rohit Pandey

has brought two drafts of Rs 6 lakh each bearing No. 000415 dated 29.3.2023 drawn on Axis Bank in favour of Sangeeta Rani and another bearing No. 000433 dated 12.5.2023 drawn on Axis Bank in favour of Sangeeta Rani, the same are handed over to Sangeeta Rani.

iv. It is further agreed that both the Parties and their parents agree and undertake not to level any kind of allegations against each other in future and further agreed to clarify the same to those relatives and friends to whom they have already spoken something about each other the same. If any party hear any kind of allegations in future from anybody against each other then the said party shall be liable for appropriate legal action for such remarks;

v. That the both the parties shall not lodge any complaint against each other and/or their parents/family members. Similarly both the Parties and their parents also agree and undertake not to file any kind of complaint with the police/courts/authorities against each other or their respective family members;

vi. The parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto, through the process of Mediation. Both the parties further agree and

undertake that they have settled all their disputes and grievances against each other and against their family members amicably and they shall not file any complaints, proceedings whether criminal or civil, if any, against each other or their family members or stake any claim whatsoever on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either parties and their respective families;

vii. That both the parties shall file a petition for dissolution of marriage by a decree of divorce by mutual consent as per provisions enshrined in H.M. Act. Both the parties to this deed have agreed to sign and execute the necessary documents for the said purpose and appear before the concerned Courts and make statement to that effect. At the same time, Mrs. Sangeeta Rani shall withdraw the petition filed u/s 125 Cr Pc pending before the Ld. Principal Family Court, Jind Court. And similarly Mr. Rohit Pandey shall withdraw the Criminal Complaint No. 1026/2019 (Old No 5305/2018) u/s 307, 394, 323, 427, 504, 506 IPC filed against Sangeeta and others which is pending before Ld. Additional Chief Judicial Magistrate, Meerut;

ix. It is also agreed between the parties that their children namely Yug will reside with Sangeeta Rani being natural guardian and further she will take care of his

upbringing however rights of minor are left open and to be decided as per laws of the land;

x. That it is agreed between the parties that both the parties have understood the terms and conditions as mentioned of the settlement in their vernacular language;

xi. That both the parties have mutually agreed that their marriage should be dissolved. The mutual consent has not been obtained by force, fraud or undue influence;

9. This agreement has been executed between the parties on their own accord and without any pressure, coercion or collusion. And both the parties hereby undertake to abide by the terms and conditions contained in this final settlement.

10. That it is agreed between the parties that on the next date of hearing they shall jointly pray for decree of divorce and withdrawal of all the 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 as both the parties are staying separately and 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 divorce by mutual consent in the competent Family Court within one month from the date of such orders as passed by the Hon'ble Supreme Court."

5. In deference to the Settlement Agreement, the Respondent (husband) has paid a sum of Rs.12,00,000/- to the Petitioner (wife) by way of two Demand Drafts bearing No.000415 dated 29-03-2023 and bearing No.000433 dated 12-05-2023 drawn on Axis Bank.

6. The parties have resolved that their minor son shall reside with the Petitioner (wife) and his rights are to be decided as per law. In this manner, the future rights of the minor child have been duly protected. The parties have further resolved to invoke the jurisdiction of this Court under Article 142 of the Constitution of India and get their marriage dissolved by way of a decree of divorce by mutual consent.

7. The parties have, accordingly, moved Interlocutory Application No.107614/2023 for dissolution of their marriage and to grant a decree of divorce by mutual consent.

8. The petitioner as well as respondent are present in the Court and they are identified by their respective learned counsel.

9. We have heard learned counsel for the parties and gone through the Final Settlement Agreement dated 13-05-2023 entered into between the parties.

10. Having regard to the fact that it is a case of irretrievably broken marriage wherein the parties have mutually resolved to part ways, we deem it appropriate to invoke our powers under Article 142 of the Constitution of India and dissolve the marriage between them by way of a decree of divorce by mutual consent.

11. Ordered accordingly.

12. It is directed that the Final Settlement Agreement dated 13-05-2023 shall be read as a part of this order and the parties shall abide by the terms and conditions as contained therein without fail.

13. The Transfer Petition is disposed of in above terms.

.....J
(SURYA KANT)

.....J
(DIPANKAR DATTA)

NEW DELHI
6TH JULY, 2023.

ITEM NO.1

COURT NO.5

SECTION XVI-A

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 STransfer Petition(Civil) No.1479/2020

SANGEETA RANI

Petitioner(s)

VERSUS

ROHIT PANDEY

Respondent(s)

(IA No. 107614/2023 - APPLN. UNDER SEC 142 OF THE CONSTITUTION R/W
SEC 13B OF H.M.A.)

(IA No. 131790/2020 - EX-PARTE STAY, IA No. 131792/2020 - EXEMPTION
FROM FILING AFFIDAVIT & IA No. 131791/2020 - EXEMPTION FROM FILING
O.T.)

Date : 06-07-2023 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT

HON'BLE MR. JUSTICE DIPANKAR DATTA

For Petitioner(s)

Mr. Harikesh Singh, Adv.
Mr. R D Jatain, Adv.
Mr. Sandeep Sinhmar, Adv.
Ms. Mandeera Sinhmar, Adv.
Mr. Abhaya Nath Das, Adv.
Mr. Ankit Verma, Adv.
Mr. Rahul Singh, Adv.
Ms. Saket Gautam, Adv.
Mr. S S Bandyopadhyay, Adv.
Ms. Shivangi Singh, Adv.
Ms. Riya Soni, Adv.
Ms. Alpana Sharma, Adv.
Mr. Gulam Rabbani, Adv.
Mr. V K Shukla, Adv.
Mr. Satish Kumar, AOR

For Respondent(s)

Mr. Abhinav Ramkrishna, AOR
Ms. Anjali Chauhan, Adv.
Ms. Samina Thakur, Adv.

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

1. Exemption Applications are allowed.
2. The Transfer Petition is disposed of in terms of the signed Order.
3. Pending application also stands disposed of.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(PREETHI T.C.)
COURT MASTER (NSH)

(Signed Order is placed on the file)