

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NOS. 1497-1498 OF 2020

SWATI

PETITIONER

VERSUS

ANUJ GARG & ANR.

RESPONDENTS

O R D E R

1. Learned counsel for the parties have referred to the settlement agreement executed by and between the parties on 09.11.2022 before the Supreme Court Mediation Centre, New Delhi and have submitted that all the disputes and differences of the parties having been amicably resolved, appropriate and necessary orders may be passed in terms of their agreement.

2. The petitioner-wife has filed these petitions under Section 25 of the Code of Civil Procedure, 1908 read with Order XLI Rule (1) of the Supreme Court Rules, 2013, seeking transfer of the petitions filed by the respondent-husband for dissolution of marriage and guardianship of child, being Matrimonial Case H.M.A Petition No.1475 of 2019 and G.W. Petition No. 106 of 2019, from the Court of Principal Judge, Family Court at Gurugram, Haryana to the Court of competent jurisdiction at Dehradun, Uttarakhand.

3. On 19.02.2021, this Court issued notice in the transfer petitions and further proceedings in the said

H.M.A. Petition No. 1475 of 2019 were ordered to be stayed. Thereafter, on 07.09.2022, looking to the elements of settlement in these matters, parties were referred to the Supreme Court Mediation Centre.

4. On 09.11.2022, both the parties amicably resolved all their disputes and differences by entering into a settlement agreement in the presence of 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 conclude the matters pending between them.

6. The Settlement Agreement dated 09.11.2022 reads as under: -

#### "SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 09 of November, 2022.

This Settlement Agreement is being executed between Petitioner Mrs. Swati D/o Late. Shri Devi Prashad R/o H No. 190, Patel Nagar, Dehradun, Uttrakhand and Respondent Mr. Anuj Garg, S/o Shri Virender Kumar R/o H No. 2395, 3<sup>rd</sup> Floor, Sector 46 Gurugram, Haryana.

The marriage between the Petitioner and Respondent was solemnized on 05.05.2013 at Gurugram, Haryana. Both parties resided together for a total period of 5 years at matrimonial home, Gurugram. The parties are residing separately Since 07.11.2019. The present petition i.e.T.P (c) No. 1497-1498 of 2020 has been filed by the Petitioner-wife.

This Hon'ble Court vide its order dated 07.09.2022 was pleased to refer the matter to

Mediation Centre Supreme Court, and undersigned was appointed as mediator by the Supreme Court Mediation Centre on 13.09.2022 to conduct the Mediation.

Comprehensive mediation sessions were held with the parties separately and jointly on 16.09.2022 (Virtual), 10.10.2022(Virtual), 31.10.2022(Physical), 07.11.2022 (Physical) and today i.e., 09.11.2022 (through physical) with the cooperation of counsels for both 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 in view of the present Settlement Agreement, Mr. Anuj Garg shall make the total payment of Rs. 25,00,000/- (Rs. Twenty Five Lakhs Only) towards full and final maintenance to Mrs. Swati (Petitioner).

4. The Respondent-Husband i.e Mr. Anuj Garg has agreed to pay a sum of Rs. 10,00,000/- (Rs. Ten Lakhs Only) by way of Demand Draft only in the Name of Mrs. Swati (Petitioner) at the time of the record of the statement / decision by the Hon'ble High Court of Uttarakhand at Nanital in the Petition moved for quashing of FIR No. 68/2020 P.S. Kotwali, Dehradun dated 04.03.2020.

5. That the Respondent-Husband shall pay the balance sum of Rs. 15,00,000/- (Rs. Fifteen Lakhs only) by way of Demand Draft only in the Name of Mrs. Swati (Petitioner), if the prayer for grant of divorce is accepted/allowed by the Hon'ble Supreme Court.

OR

In case the prayer for grant of divorce is not accepted/allowed by the Hon'ble Supreme Court of India then divorce petition by way of mutual consent shall be moved before the learned Principle Judge, Family Court at Gurugram. The Respondent-Husband shall pay Rs. 7,50,000 (Rs Seven Lakhs Fifty Thousands only) i.e, half of the balance amount of Rs. 15,00,000/- (Rs. Fifteen Lacs only) by way of Demand Draft only in the Name of Mrs. Swati (Petitioner) at the time of the recording of statement of First Motion under Section 13(B) (1) of HMA and the balance of pay Rs. 7,50,000 (Rs Seven Lakhs Fifty Thousands only) by way of Demand Draft only in the Name of Mrs. Swati (Petitioner) at the time of recording of the statement of the Second Motion under Section 13(B) (2) of HMA. Since both the parties are living separately since 07.11.2019.

6. The Respondent-Husband has agreed to withdraw following cases

- a) Divorce Petition being HMA No. 1475/2019 under Section 13 (1) (i-a) of HMA pending before the learned Family Court at Gurugram. The Next Date of Hearing 30.01.2023
- b) GWP No. 106/2019 filed under Section 25 of the Guardianship and Wards Act, pending before learned Family Court at Gurugram. The Next Date of Hearing 30.01.2023
- c) In relation to the above two cases the Respondent-Husband i.e Mr. Anuj Garg shall move an application to withdraw the above two cases before the concerned court as early as possible preferably within 10 days from the date of receipt of certified copy of the Settlement Deed from the Supreme Court Mediation Centre.
- d) Criminal Division No. 1504/2021 pending before the Hon'ble High Court of Uttarakhand filed by the Respondent-Husband shall also be withdrawn by him in the likewise manner as early as possible preferably within 2 weeks from the date of receipt of certified copy of the Settlement Deed from the Supreme Court Mediation Centre.
- e) The petitioner Swati has lodged an FIR no. 68/2020 P.S Kotwali at Dehradun against the respondent and his other family members which is pending at Dehradun Uttarakhand. She will fully cooperate in getting this FIR Quashed in the Hon'ble High Court of Uttarakhand at Nanital.

7 That a male child namely Advay Garg has been born out of the wedlock of the parties on 14<sup>th</sup> June 2014 and he is residing with his father/Respondent-Husband i.e, Mr. Anuj Garg and that is has been agreed between the parties that the custody of the minor son shall remain with the Respondent-Husband i.e, Mr. Anuj Garg and that the Petitioner-Mother i.e, Mrs. Swati shall have the visitation rights on every Saturday and Sunday once in every three months for her lifetime and she will not claim the custody of the child.

8 That the minor son, namely, Advay Garg shall have no right and claim over the property and maintenance or his livelihood against his biological mother i.e, Mrs. Swati (Petitioner).

9 The Parties hereto has further agreed that they shall first move towards seeking of divorce by way of mutual consent in the manner as enumerated above in Para 5 of the present Settlement Deed. Accordingly the parties shall take further steps in terms of the Para 4 and 6 of the present Settlement Deed.

10 It is agreed between the parties they shall have

no right, title or interest over the movable or immovable properties of each other.

11 It is agreed between the parties that the parties shall be free to live their life independently without interference of any kind of each other side.

12 It is agreed between the parties that they shall be left with no matrimonial rights towards each other and shall not litigate against each other and their respective family members qua the marriage in future.

13 In view of the terms of this settlement-agreement, both the parties' herein undertake to withdraw all the above pending cases filed by them against each other before any court of law or any other forum.

14 Both the parties undertake that henceforth they would not file any civil/criminal complaint or any case against each other or their family members with regard to the present matrimonial alliance. Both the parties also undertake to withdraw any other pending cases, which have been filed against each other and/or their respective families after receiving the final settlement amount of Rs. 25,00,000/- (Rs. Twenty Five Lakhs only).

15 It is agreed between that parties in case of breach/violation/wilful/deliberate disobedience the party breaching the terms be liable for contempt proceedings.

16 By signing this Agreement 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.

17 The parties undertake before this Hon'ble Court 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. However, if any of the parties violates the terms of this agreement or back out apart from the other legal remedies, the other party will be at liberty to seek revival of cases filed by it.

Sd/-  
(Swati)  
Petitioner-in-person

Sd/-  
(Anuj Garg)  
Respondent-in-person

Sd/-  
(Mr. Arjun Singh)  
Advocate for the

Sd/-  
(Abhinav Ramkrishna)  
Advocate for the

Petitioner

Respondent

Sd/-  
(Anjali Chauhan)  
Advocate for the Respondent

Sd/-  
[R.K RATHORE]  
Mediator/Advocate  
Supreme Court Of India

Dated: -09.11.2022"

7. An application (I.A. No. 178173 of 2022) has now been moved by the respondent No. 1 with reference to the settlement of the parties and has prayed for grant of a decree of divorce by mutual consent in exercise of our powers under Article 142 of the Constitution of India. The application is duly supported on behalf of the petitioner-wife and it is prayed that the marriage of the parties may be dissolved by a decree of divorce by mutual consent with other necessary orders.

8. In terms of the said Settlement Agreement, the respondent husband is required to make payment of a sum of Rs.25,00,000/- (Rupees Twenty Five Lakh) to the petitioner-wife. In that regard, it is submitted that an amount of Rs.10,00,000/- (Rupees Ten Lakh) has already been paid to her and the remaining amount of Rs.15,00,000/- (Rupees Fifteen Lakh) has been paid today by way of Demand Draft No.785138 dated 06.01.2023. The said Demand Draft has been handed over to the learned counsel for the petitioner-wife in the Court, who has accepted the same in full and final

discharge of all the liabilities of the respondent-husband under the agreement aforesaid.

9. It has also been submitted by the learned counsel *ad idem* that the parties have taken necessary steps under the Settlement Agreement aforesaid and all the matters, previously pending between them, stand concluded.

10. Having examined the Settlement Agreement, while we are satisfied that the parties have settled their disputes by way of lawful compromise but, so far as clause 8 of the Settlement Agreement, regarding future rights of the minor son of the parties is concerned, we find it difficult to endorse the same. Upon our expressing reservations thus, learned counsel for the parties have also frankly submitted that such a clause cannot be endorsed. Hence, the said clause stands deleted. However, rest of the settlement is accepted and the parties also undertake to abide by all their obligations thereunder without any exception.

11. 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 (except clause 8 thereof) deserves to be accepted and the prayer jointly made for dissolution of marriage solemnized on 05.05.2013 deserves to be granted.

12. Accordingly, and in view of the above:

(i) The prayer jointly made by the parties is accepted 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 No. 1, solemnized on 05.05.2013, stands dissolved.

(ii) The Settlement Agreement dated 09.11.2022 is taken on record, made part of this Order, and accepted by the Court (except clause 8). The undertakings given in the Settlement Agreement dated 09.11.2022 are also accepted. All claims stand settled in terms thereof.

13. 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. The parties undertake to abide by their obligations without any exception.

14. Consequently, these transfer petitions are disposed of in the aforementioned terms. All pending applications also stand disposed of.

15. While disposing of the matters, 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;  
January 18, 2023.

ITEM NO.1

COURT NO.6

SECTION XVI-A

**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).1497-1498/2020

SWATI

Petitioner(s)

VERSUS

ANUJ GARG &amp; ANR.

Respondent(s)

(mediation report alongwith settlement agreement has been received.

IA No. 133015/2020 - EXEMPTION FROM FILING O.T.

IA No. 178173/2022 - PASSING APPROPRIATE ORDER OR DECREE UNDER ARTICLE 142 OF THE CONSTITUTION

IA No. 133014/2020 - STAY APPLICATION)

Date : 18-01-2023 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI

HON'BLE MS. JUSTICE BELA M. TRIVEDI

For Petitioner(s) Mr. Kandhula Ankama Rao, Adv.  
 Mr. Dharmendra Kumar Sinha, AOR

For Respondent(s) Mr. Abhinav Ramkrishna, AOR  
 Ms. Anjali Chauhan, Adv.  
 Ms. Samina Thakur, Adv.  
 Ms. Chandni V Shah, Adv.  
 Mr. Amit Anand, Adv.

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

These transfer petitions are disposed of in terms of the signed order.

All pending applications stand disposed of.

(GAGANDEEP SINGH CHADHA)  
 (SENIOR PERSONAL ASSISTANT)

(RANJANA SHAILLEY)  
 COURT MASTER (NSH)

(signed order is placed on the file.)