

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO.1643 OF 2017

Smt. Sharnalee Choudhury

Petitioner(s)

Versus

Shri Bomkesh Narayan Biswas

Respondent(s)

O R D E R

Learned counsel appearing for the parties submit that a settlement has been arrived at between the parties. The Memorandum of Understanding reads as under:-

"MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding has been executed between Ms. Sharnalee Choudhury, W/o Mr. Bomkesh Narayan Biswas, D/o Sh. Subhrendu Choudhury, R/o Streamlet Road, Laban, Shillong, District - East Khasi Hills, Meghalaya - 793004 and Mr. Bomkesh Narayan Biswas S/o Shri Narayan Biswas R/o Mangesh Sambhaji Gaikwad, Chavan Wasti, Aundh Road, Ropodi, Pune, Maharashtra presently at New Delhi.

That the arrange marriage between the petitioner and respondent was solemnized as per Hindu rites and customs on 28.11.2013 at Silchar and there is no issue out of this wedlock. Both the parties resided together as husband and wife till 30th January, 2014 at Pune and thereafter disputes and differences had arisen between the parties hereto. The T.P.(C) No.1643/2017 was filed before this Hon'ble Court by the petitioner Mrs. Sharnalee Choudhury. This Hon'ble Court vide order dated 02.08.2018 referred the matter to THE Supreme Court Mediation Centre and Ms. Sadhana Sandhu,

Advocate has been appointed as mediator in this matter.

Comprehensive mediation sessions were held with the parties and their respective counsels on today i.e. 13.08.2018 (from 11:30 A.M. till 7:00 P.M.)

1. That with the indulgence of mediator and the counsel and the Sister and Brother-in-Law of the petitioner, the parties have decided at their own free will that they cannot live together as husband and wife therefore, they shall live separately for ever and put an end to their matrimonial ties accordingly this Memorandum of Understanding is being executed in the presence of the mediator and the counsel for the parties and the relatives of the petitioner.

2. That as on today following court cases are pending between the parties:-

(i) C.R. Case No.696(s) of 2014 titled Smt. Sharnalee Choudhury vs. Shri Bomkesh Narayan Biswas pending before the CJM, Shillong.

(ii) Petition A-809 of 2015 Shri Bomkesh Narayan Biswas vs. Smt. Sharnalee Choudhury before the court of Family Judge No.2, Pune.

(iii) Matrimonial Divorce Case No.26(H) of 2017 titled Shri Bomkesh Narayan Biswas vs. Smt. Sharnalee Choudhury pending before District Judge, Shillong.

(iv) CrI. Revision No.1 (H) of 2017 titled Shri Bomkesh Narayan Biswas vs. Smt. Sharnalee Choudhury pending before District Judge, Shillong.

3. That it is agreed between both the parties that the parties cannot live together and the marriage between both the parties be dissolved so that both the parties can live separately at their own wish and with dignity. Apart from that both the parties have agreed to cooperate each other for that and to withdraw the court cases filed against each other as mentioned above and put an end to the present and future litigation, with regard to the present

matrimonial alliance.

4. It is agreed between both the parties that they will not initiate any further civil or criminal case against each other and their family members with regard to the present matrimonial alliance.

5. That it is also agreed between both the parties that the Respondent-husband Mr. Bomkesh Narayan Biswas will pay a sum of Rs.3,50,000/- (Rupees Three Lakh fifty Thousand Only) to Ms. Sharnalee Choudhury, Petitioner herein as full and final settlement amount towards all past, present and future claim including her maintenance, stridhan, alimony expenses etc. Ms. Sharnalee Choudhury, has also accepted that she will have no claim whatsoever in future with regard to the movable and/or immovable properties belong to Respondent Mr. Bomkesh Narayan Biswas and/or his family members. Similarly Mr. Bomkesh Narayan Biswas has also accepted that he shall have no claim whatsoever in future with regard to movable and/or immovable property of the petitioner Ms. Sharnalee Choudhury and/or her family members, in relation to this matrimonial alliance.

6. The Petitioner, Ms. Sharnalee Choudhury and Respondent Mr. Bomkesh Narayan Biswas shall file petition before this Hon'ble Court and pray to this Hon'ble Court to pass an order declaring the decree of divorce, invoking the inherent power of this Court under Article 142 of the Constitution of India.

7. That the respondent Mr. Bomkesh Narayan Biswas has agreed to pay the aforesaid amount of Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only) before the Court at the time of passing of the order in favour of the parties, declaring dissolution of their marriage in terms of present Memorandum of Understanding.

8. It is further agreed between the parties that the agreed amount will be paid in two installments of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) and Rs.2,00,000/- (Rupees Two Lakh Only) by way of demand draft, to be drawn in favour of the Petitioner i.e. Ms. Sharnalee Choudhury. The First installment i.e. a demand draft of Rs.1,50,000/- (Rupees

one lakh fifty thousand only) will be paid at the time of first hearing before this Hon'ble Court and with respect to the second installment of Rs.2,00,000/- (Rupees two lakhs only), a request will be made by the parties before this Hon'ble Court to list the matter after two months, and on said date remaining amount of Rs.2,00,000/- (Rupees two lakh only) will be paid by demand draft to the petitioner.

9. It is further agreed between the parties that the terms and conditions mentioned in this Memorandum of Understanding will be binding on both the parties and this Memorandum of Understanding will be produced before the Court for appropriate order(s).

10. By executing this Memorandum of Understanding the parties hereto solemnly state and affirm that they have resolved their disputes for ever in the interest of the parties and it is agreed that there will be no further claims or demands against each other and/or their respective family members. That all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.

11. The parties hereby declare that they will abide by the terms and conditions set out herein above, in this Memorandum of Understanding and cooperate each other to dissolve their marriage.

This Memorandum of Understanding has been executed by them with healthy mind and body and without any coercion, duress or collusion, accordingly they have resolved their disputes for ever."

The parties shall abide by the terms and conditions of the Memorandum of Understanding, failing which the proceeding shall continue in the concerned court. If the Memorandum of Understanding is acted upon, needless to say, the concerned court shall pass a decree for divorce treating

it as a direction from this Court. That apart, if the Memorandum of Understanding gets worked out, all other proceedings shall be deemed to have been disposed of. Needless to say, this direction is issued under Article 142 of the Constitution of India.

The divorce petition filed in the court at Shillong, shall be taken up for hearing by the District Judge. The other proceedings before the Family Court at Pune, shall be kept in abeyance. If the settlement works out, any of the parties can intimate the Family Court at Pune about the decree passed and, thereafter, the said court shall close the proceedings treating them as an order of this Court.

The transfer petition is disposed of accordingly.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
September 04, 2018.

ITEM NO.1

COURT NO.1

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 S

Transfer Petition (Civil) No.1643/2017

SHARNALEE CHOUDHURY

Petitioner(s)

VERSUS

BOMKESH NARAYAN BISWAS

Respondent(s)

Date : 04-09-2018 These matters were called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE A.M. KHANWILKAR
HON'BLE DR. JUSTICE D.Y. CHANDRACHUD

For Petitioner(s) Mr. Chandan Kumar, AOR
Mr. Rituraj Biswas, Adv.
Ms. Sujaya Bardhan, Adv.
Mr. Satyender Kr. Shrivastav, Adv.

For Respondent(s) Mr. Debojit Borkakati, 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.

(Chetan Kumar)
A.R.-cum-P.S.

(H.S. Parasher)
Assistant Registrar
(Signed order is placed on the file)