

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION**

TRANSFER PETITION (C) NO. 3014 OF 2019

SHREYA CHAUDHARY

.....Petitioner(s)

Vs.

VAIBHAV SHAH

.....Respondent(s)

O R D E R

1. Learned counsel for the parties have referred to the settlement agreement executed by and between the parties on 11.04.2022 before the Supreme Court Mediation Centre, New Delhi as also the joint application dated 26.08.2022 supported by affidavits of both the parties; and have submitted that all the disputes and difference 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 this petition under Section 25 of the Code of Civil Procedure, 1908 read with Order XLI of the Supreme Court Rules, 2013, seeking transfer of the petition filed by the respondent-husband seeking divorce, being HMA No. 1519 of 2019 titled as “Vaibhav Shah v. Shreya Chaudhary”, from the Court of Principal Judge Family Court, Ghaziabad, Uttar Pradesh to the Court of Principal Judge Family Court of Dwarka Delhi. On 06.01.2020, this Court issued notice in the transfer petition and further proceedings in the said HMA No. 1519 of 2019 were ordered to be stayed. Thereafter, on 24.01.2022, looking to the elements of settlement in this matter, parties were referred to the Supreme Court Mediation Centre.

3. On 11.04.2022, 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. Then on 22.07.2022, in view of the prayer made by the parties for a decree of divorce, the matter was ordered to be placed before the appropriate Bench.

4. The parties have now moved a joint application (I.A. No. 123219 of 2022) in this Court with a prayer to take the settlement agreement on record; to dissolve their marriage by a decree of divorce by mutual consent; and to quash/close all the matters and proceedings filed and pending between the parties, by invoking our powers under Article 142 of the Constitution of India.

5. The Settlement Agreement dated 11.04.2022 reads as under: -

“SETTLEMENT AGREEMENT

THIS DIVORCE SETTLEMENT AGREEMENT (this "Agreement" or this "Divorce Settlement Agreement") is made and entered into on 11th April, 2022 (the "Effective Date") by and between:

(1) **Shreya Chaudhary**, D/O Sh. Anil Kumar Chaudhary , R/o, Flat No. E-404 Sector - 4, Dwarka New Delhi, herein after called the **PARTY OF THE FIRST PART**.

AND

(2) **Shri Vaibhav Shah @ Vabhav Sah** S/o Desh Bandhu Sah, R/o D-33, Gaurglobal Village, Crossings, Republik, Ghaziabad, Uttar Pradesh, hereinafter called the **PARTY OF THE SECOND PART**.

The Hon'ble Supreme Court vide its order dated 24.01.2022 was pleased to refer the matter to Mediation Centre, Supreme Court.

Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective counsel on 15.02.2022, 16.02.2022, 02.03.2022, 11.03.2022, 25.03.2022 and today also i.e. on 11.04.2022 through physical mode with all the parties.

WHEREAS:

1. The marriage between the parties was solemnized as per customary Hindu Rites and ceremonies on 08.05.2017 at Haldwani, Uttarakhand.

2. There is no issue born out of this wedlock.

3. Both the parties last resided together at Ghaziabad, Uttar Pradesh as Husband and Wife and later differences arose between the parties following which they started living separately.

4. Despite all efforts, the parties were unable to resolve their differences. From the beginning of the marriage, differences arose between the parties, however, no allegations or counter allegations are being stated herein in view of the fact that the parties have mutually consented to dissolve their marriage. There is no possibility of parties living together in the future as husband and wife.

5. Following cases are pending before different courts between the parties:

a. MAT Case bearing No. 1519 of 2019 titled Vaibhav Shah Versus Shreya Chaudhary, pending in the Family Court of Ghaziabad.

(Instituted by Second Party)

b. T.P.(C) No. 3014 of 2019 before the Hon'ble Supreme Court of India, seeking transfer of MAT case No. 1519 / 2019 from family Court Ghaziabad to Dwarka Court New Delhi.. *[Instituted by First Party]*.

6. That both the parties shall request the Hon'ble Court whenever the matter is listed before it, for passing an order for dissolution of marriage in exercise of power under Article 142 of the Constitution of India and in view of the law laid down in Vinod Kumar Ors. vs. The State of Karnataka & Anr. (Criminal Appeal No.107 of 2002) and the Hon'ble Court may be pleased to grant a decree of divorce and in that view of the matter the suit namely MAT Case No.1519/2019 for dissolution of marriage pending in the District Court at Ghaziabad shall stand disposed of.

7. The matter is amicably settled between the parties according to the following **terms and conditions**:

(a) That the Second Party agrees to withdraw MAT Case No. 1519 of 2019 pending before Family Court, Ghaziabad, Uttar Pradesh, after the execution of this agreement.

(b) That the Second Party further agrees to pay a one-time settlement amount of Rs. 44,00,000/- (Rupees Forty Four Lakhs Only) as alimony to the First Party including returning of all articles mentioned in the list (The list of articles annexed as **Annexure-1** with this agreement) in the manner as described hereinafter:

(c) A sum of Rs. 10,00,000/- (Rupees Ten Lakh Only) through two Demand Draft being Draft No. 534663 dated 22.03.2022 & Draft No. 534670 dated 23.03.2022 and returning of all articles to be made/paid at the time of execution of this agreement.

(d) A sum of Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) through Demand Draft, shall be paid within 75 days (from the execution of this agreement) or before the Hon'ble Supreme Court at the time the matter is listed before the Court with the mediation report..

8. That after granting of decree of divorce by mutual consent by the concerned Court, the First Party agrees that she shall not have any right/claims of articles, jewellery, stridhan, past, present, and future maintenance and the medical or any other expenses, as well as claim/right of movable and immovable properties i.e. either self-acquired or ancestral, service benefits, business benefits or any other benefits, in any other property/assets of the Second Party, his parents and other relatives.

9. That the First Party undertakes that she will not claim any alimony except as mentioned in Para 7(b) against the Second Party or his family members in respect of movable or immovable properties, or there will be no claim on any assets in future.

10. That both the parties hereby undertake that they shall have no rights, share, interest, title or claim on any of the properties movable or immovable of each other or of each other's family members, than those already mentioned.

11. That both the parties reiterate that there shall be no claims of any nature from either side with respect to the gifts exchanged at the time of marriage.

12. That both the parties further undertake not to file any complaint/petition/suit or any other legal or judicial proceedings against each other before any court of law or any other authority, in India or abroad, including police authority, in any manner whatsoever.

13. That if any of the party has filed any complaint or case which is not in the knowledge of the either party, in any Court of law, Police, or any other authority either in any part of India, then, it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect.

14. That the present MOU/Settlement Agreement has been made and executed by both the parties in their full sense by their own free will and consent, and in the presence of their parents/relatives, without any force, fraud, threat, coercion, and pressure.

15. That the terms and conditions of the present MOU/Settlement Agreement are binding in nature and both the parties undertake to abide/obey the same.

16. That both the parties undertake not to interfere or malign the character of the other party or character of other Party's parents/relatives etc., in any manner whatsoever.

17. That both the parties also undertake that their family members shall

also be bound by the terms and conditions of the present settlement and shall not file any case etc. arising from present dispute.

18. That if either of the parties withdraw/breach from the terms and conditions of this Settlement Agreement, the other party shall have right to take appropriate action against the opposite party before the appropriate Court of law.

19. That if the Second Party breaches any term and condition mentioned in Para 7 of this Agreement, the amount that has been received by the First Party till that date, shall stand forfeited and the Second Party shall have no right to claim refund of the same.

20. That if the First Party breaches any term and condition mentioned in Para 7 of this Agreement, the First Party shall be liable to refund the amount that has been received till that date, to the Second Party.

21. That if either of the parties breaches any term and condition of this Settlement Agreement, the other party shall reserve the right to apply to the Court of law for revival of their respective cases that are withdrawn in the light of this Divorce Settlement Agreement.

Sd/-
(Shreya Chaudhary)
(First Party)

Sd/-
(Vaibhav Shah @ Vaibhav Sah)
(Second Party)

Sd/-
(Manish Kumar)
Advocate for the First Party

Sd/-
(Sunita Pandit)
Advocate for the Second Party

Sd/-
(Snehasish Mukherjee)
Advocate / Mediator
Supreme Court of India

Date: 11th April, 2022.”

6. It has been stated in the joint application (I.A. No. 123219 of 2022) that the petitioner-wife has received the total amount alongwith articles from the respondent-husband towards full and final payment of the agreed settlement amount.

7. Having regard to the above, and in the circumstances of the case, we are of the considered view that the settlement agreement entered into between the

parties deserves to be accepted; and the prayer jointly made, for dissolution of marriage solemnised on 08.05.2017, deserves to be granted. Further, it is also just and proper that all the proceedings pending between the parties be disposed of, on the terms and conditions as stated and agreed to by the parties.

8. Accordingly and in view of the above:

a) HMA No. 1519 of 2019 titled as “Vaibhav Shah v. Shreya Chaudhary”, in the Court of Principal Judge Family Court, Ghaziabad, Uttar Pradesh 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 solemnised on 08.05.2017 stands dissolved. Their undertakings given in the Settlement Agreement dated 11.04.2022 are accepted.

b) The Settlement Agreement dated 11.04.2022 is taken on record, made part of this order, and accepted by the Court. All claims stand settled in terms thereof.

9. 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.

10. Consequently, this Transfer Petition (Civil) No. 3014 of 2019 is disposed of in the aforementioned terms. All pending applications also stand disposed of.

11. 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;
August 29, 2022.**

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. 3014/2019

SHREYA CHAUDHARY

Petitioner(s)

VERSUS

VAIBHAV SHAH

Respondent(s)

(IA No. 189530/2019 - EX-PARTE STAY
IA No. 35506/2020 - EXEMPTION FROM FILING O.T.)

Date : 29-08-2022 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI
HON'BLE MS. JUSTICE BELA M. TRIVEDIFor Petitioner(s) Mr. Manish Kumar, Adv.
Mr. Ashish Kumar Sinha, Adv.
Mr. Anshuman Tiwari, Adv.
Mr. Varsha Rana, Adv.
Ms. Shweta Rajput, Adv.
Ms. Renu P. Gupta, Adv.
Mr. Arvind Kumar Tiwari, Adv.
Mr. Harish Pandey, AORFor Respondent(s) Mr. S.R. Singh, Sr. Adv.
Mr. Sushant Kumar Yadav, Adv.
Mr. Ajay Yadav, Adv.
Mr. Prateek Yadav, Adv.
Ms. Prithvi yadav, Adv.
Mr. Gourav Lomes, Adv.
Mr. Rahul Ranjan Singh, Adv.
Mr. Ankur Yadav, AORUPON hearing the counsel the Court made the following
O R D E RThe transfer petition is disposed of in terms of signed
order.

All pending applications also stand disposed of.

(NEETA SAPRA)

COURT MASTER (SH)

(Signed order is placed on the file)

(RANJANA SHAILEY)

BRANCH OFFICER