

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

SPECIAL LEAVE PETITION (C) NOS. 440-442 OF 2020

SHAILENDRA KUMAR

Petitioner(s)

VERSUS

PRACHI

Respondent(s)

O R D E R

In this matter, the petitioner-husband has questioned the judgment and order dated 13.09.2019 as passed by the High Court of Judicature at Allahabad in First Appeal Nos. 40 of 2011, 107 of 2016 and 157 of 2016, whereby essentially the High Court set aside the decree of annulment of marriage in terms of Section 12(1) of the Hindu Marriage Act, 1955 (in short 'the Act of 1955').

Shorn of unnecessary details, suffice it would be to notice for the present purpose that on the matter being taken up for consideration in this Court, the parties expressed desire to explore the possibility of settlement and for that purpose, they were referred to the Supreme Court Mediation Centre by the order dated 05.01.2022.

It has been reported that parties have ultimately arrived at a settlement. The terms of the settlement have been reduced in writing and read as under:-

SETTLEMENT AGREEMENT

"This Settlement Agreement is being executed between the Petitioner Dr. Shailendra Kumar, S/o Shri Keshwa

Nand, R/o 1155/8, Dukh Bhanjan, Colony, Kurukshetra. Haryana and the Respondent Dr. Prachi, Wo Dr. Shailendra Kumar D/o Shri Ramesh Kata, R/o 20/12-A, P.C. Banerjee Marg, Allen Ganj Allahabad, Uttar Pradesh.

The marriage between the Petitioner and Respondent was solemnized on 27.11.2002 at Allahabad, U.P. Both parties resided together as husband and wife for less than a week after their wedding. There is no issue from this wedlock.

The Petitioner has informed that the correct spelling of his name as per Aadhar Card is Shailender Kumar.

That following cases were filed by the present parties against each other:

(1)HMA Suit No.37/2002 filed by the Politionar - husband titled as "Shailendra Kumar Vs Prachi" before the Ld. District Judge, Kurukshetra, Haryana, under Section 12(1) of the Hindu Marriage Act, 1955.

(ii) First Appeal No. 40 of 2011 filed by the Respondent - wife titled as "Prachi Vs. Shailendra Kumar" before the Hon'ble High Court of Judicature at Allahabad, U.P. in January 2011, challenging the decree of divorce dated 04.12.2010.

(iii)First Appeal No. 107 of 2016 filed by the Petitioner-husband before the High Court of Judicature at Allahabad U.P. titled as "Shailendra Vs Prachi", challenging the decree of divorce dated 04.12.2010.

This Hon'ble Court vide its order dated 05.01.2022 was pleased to refer the present matter to the Mediation Centre, Supreme Court of India, New Delhi.

Comprehensive online mediation sessions were fixed and held on 28.01.2022, 02.02.2022, 25.02.2022 and 28.02.2022. The Petitioner could participate in the online mediation sessions along with his advocates. However, due to technical issues/accessibility from the side of the Respondent, she was represented by her advocate in the online mediation sessions. With the indulgence of the counsels of both parties and facilitation by the Mediator, the parties have arrived at an amicable resolution vide present settlement agreement.

1. Both the parties hereto confirm and declare that they have, voluntarily and of their own free will, have decided not to live together as husband and wife and have arrived at this Settlement. That both the parties have entered into a full and final settlement/agreement in respect to the above mentioned cases on the following

terms

i) That it has been agreed between both the parties that Petitioner-husband shall pay a sum of Rs.42,00,000/- (Rupees Forty Two Lakhs Only) as a full and final settlement to the petitioner-wife towards her Stridhan, maintenance past, present, future and permanent alimony.

(ii) That both the parties herein agree that they shall jointly pray to the Hon'ble Supreme Court in the present petition to exercise its power under Article 142 of the Constitution of India and to grant a Decree of Divorce by Mutual Consent dissolving their marriage solemnized on 27.11.2002. The Respondent-husband shall pay a full and final amount of Rs.42,00,000/- (Rupees Forty Two Lakhs Only) through a demand draft in the name of the Respondent wife (Dr Prachi) on the said date of hearing before this Hon'ble Court.

(iii) That in case this Hon'ble Court is not inclined to pass the decree of divorce by mutual consent under Article 142 of the Constitution of India then both the Parties agree and undertake to file for the Mutual Divorce Petition before the Ld. Family Court, Allahabad, U.P., within two weeks of final order of the Hon'ble Supreme Court accepting the present Settlement Agreement and disposing of the present Petition. Both the parties undertake to be present before the appropriate Ld. Court for the filing and for the recording of the statements in the mutual consent divorce petition

(iv) That in the event of filing a mutual divorce petition by the parties herein. the first installment of Rs.21,00,000/- (Rupees Twenty One Lakhs only) out the above-stated full and final settlement amount of Rs 42,00,000/- (Rupees Forty Two Lakhs Only) shall be paid by the Petitioner-husband to Respondent-wife by way of a demand draft in favour of the Respondent, at the time of recording of the parties statement in the First Motion Mutual Divorce Petition in the proceedings under Section 13(B) of Hindu Marriage Act, before the Ld. Family Court at Allahabad, U.P.

(v) That the second and final installment of Rs.21,00,000/- (Rupees Twenty one Lakhs only) towards the above-stated full and final settlement amount of Rs.42,00,000/- (Rupees Forty Two Lakhs Only) shall be paid by the Petitioner-husband to Respondent-wife by way of demand draft in favour of the Respondent, at the time of recording of the parties statement in the Second Motion Mutual Divorce Petition filed in accordance with law before the Ld. Family Court, Allahabad, U.P.

(vi) That both the parties 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 on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either parties and their respective families.

2. By signing this Agreement, the part herein 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.

3. That both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the present settlement agreement.

4. That it is agreed between the parties in case of breach of any agreed terms herein, the party breaching the terms would return all the benefits/advantages/privileges that have enured in his/her favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

5. That it is agreed between the parties that the present terms have been settled between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever.

6. That the parties are accordingly signing this settlement agreement to authenticate their will to comply the same as agreed herein:

(Dr. Shailendra Kumar)
Petitioner

(Dr. Prachi)
Respondent

Mr. Nikhil Goel
Enrolment No. D/1150/2003
Advocate for the Petitioner

Mr. Aniruddh Joshi
Enrolment No. UK/550/2010
Advocate for the Respondent

[PUSSHP GUPTA]
Advocate/Mediator
Supreme Court of India

Dated: 28th February, 2022."

It was noticed by this Court that in terms of the agreement aforesaid, actual payment to the respondent-wife remained due and then on 26.07.2022, it was noticed that though a Demand Draft was prepared in respect of the amount payable but, the same had expired for which, the petitioner was granted time to do the needful.

Today, it has been pointed out before us that two fresh Demand Drafts bearing Nos. 531578 and 531579 drawn in the name of respondent-wife on the State Bank of India, Allahabad in the sum of Rs. 21 lakhs each have been obtained by the petitioner-husband and have been handed over to the learned counsel for the respondent-wife, who has accepted the same on her behalf in full and final discharge of the liability of the petitioner-husband under the agreement aforesaid.

It is also submitted on behalf of the parties that they are ready and willing to abide by all the terms and stipulations of the agreement aforesaid; and in terms thereof, they are desirous of seeking divorce by mutual consent in terms of Section 13-B of the Act of 1955.

Taking note of the submissions so made and the totality of the circumstances of the case, we deem it appropriate to accept the submissions made on behalf of the parties and to grant the prayer for dissolution of marriage of the parties by way of decree of divorce by mutual consent in terms of Section 13-B of the Act of 1955 in exercise of powers under Article 142 of the Constitution of India.

Ordered accordingly.

While concluding on the matter, we place on record our appreciation for the efforts made by the learned Mediator of the Supreme Court Mediation Centre and the respective learned counsel in assisting the parties to arrive at an amicable settlement.

This petition seeking special leave to appeal stands disposed of.

All pending applications stand disposed of.

.....J
(DINESH MAHESHWARI)

.....J
(J.B. PARDIWALA)

AUGUST 11, 2022;
NEW DELHI.

ITEM NO.7

COURT NO.12

SECTION XI

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

Petitions for Special Leave to Appeal (C) Nos. 440-442/2020

(Arising out of impugned final judgment and order dated 13-09-2019 in FA No. 40/2011 13-09-2019 in FA No. 107/2016 13-09-2019 in FA No. 157/2016 passed by the High Court Of Judicature At Allahabad)

SHAILENDRA KUMAR

Petitioner(s)

VERSUS

PRACHI

Respondent(s)

(FOR ADMISSION and IA No.2897/2020-EXEMPTION FROM FILING O.T.)

Date : 11-08-2022 These petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI
HON'BLE MR. JUSTICE J.B. PARDIWALA

For Petitioner(s) Mr. Nikhil Goel, AOR
Mr. Naveen Goel, Adv.

For Respondent(s) Mr. Aniruddh Joshi, Adv.
Mr. Vivek Gupta, AOR

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

Prayer for dissolution of marriage of the parties by way of decree of divorce by mutual consent in terms of Section 13B of the Act of 1955 in exercise of powers under Article 142 of the Constitution of India is granted in terms of the Signed Order.

The petition seeking special leave to appeal stands disposed of.

All pending applications stand disposed of.

(SHRADDHA MISHRA)
SENIOR PERSONAL ASSISTANT

(RANJANA SHAILEY)
COURT MASTER (NSH)

(Signed Order is placed on the file)