

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

IA No. IA No. 21021/2022  
IN/AND  
TRANSFER PETITION(C) NO. 276 OF 2020

ANMOL DALAI

PETITIONER(S)

VERSUS

SATISH BEURA

RESPONDENT(S)

O R D E R

We are informed by the learned counsel for the parties that the parties have amicably settled all the disputes and have reduced the settlement terms into writing in the form of "Memorandum of Settlement", which reads thus:

**"MEMORANDUM OF SETTLEMENT"**

This agreement is executed at New Delhi on day of 05th February, 2022.

**BETWEEN**

MR. SATISH BEURA, S/O LATE SRI KISHOR KUMAR BEURA, R/O:PLOT NO.385/883, UTKAL VIHAR MARG, JAGDA, ROURKELA, ODISHA 769003 **(Hereinafter referred as the First Party)** which expression, unless repugnant to the context, shall mean and include the said party(ies), his respective heirs, successors-in-interest, administrators, legal heirs/representatives, nominees and assigns etc.

**AND**

MS. ANMOL DALAI, D/O SRI BABAJI CHARAN DALAI, R/O: PLOT NO.7D/1250, CDA, SECTORN 9, MARKET NAGAR, CUTTACK, ODISHA. **(Hereinafter referred to as the Second Party)** which expression, unless repugnant to the context, shall mean and include the said party(ies), her respective heirs, successors-in-interest, administrators, legal heir/ representatives, nominees and assigns etc.

**WHEREAS** the parties got married according to the Hindu Rites and Customs on 27.11.2016 at Rourkela, Odisha.

**AND WHEREAS** differences arose between the parties and the parties have been living separately since March, 2018. On 24.06.2019, the First Party filed a Matrimonial Suit No. 1244 of 2019 for dissolution of marriage before the Learned Additional District Judge, 3rd Court, Barasat, Kolkata. In July, 2019 the Second Party filed a Complaint under Sections 498A, 406, 307, 323, 294, 506 r/w Section 34 of Indian Penal Code and Section 4 of the Dowry Prohibition Act, 1961 against the First Party and his family before the Mahila Police Station at Cuttack, Odisha, wherein charge sheet has been filed under Sections 498A, 406, 323, 294, 506, r/w Section 34 of Indian Penal Code, registered as GR No. 1224 of 2019, which is pending before the Learned Court of SDJM, Cuttack, Odisha.

**AND WHEREAS** Petition seeking transfer of the Matrimonial Suit No. 1244 of 2019 was filed by the Second Party before the Hon'ble Supreme Court. The Hon'ble Court issued notice vide its order dated 18.02.2020 in Transfer Petition (Civil) No. 276 of 2020. Further, the Hon'ble Court referred the matter to settle the disputes between the parties amicably before the Supreme Court Mediation Centre vide its order dated 05.10.2020.

**AND WHEREAS** after the mediation held before the Supreme Court Mediation Centre failed, the parties with the intervention of counsels have resolved their issues amicably and come to a conclusion through the present Memorandum of Settlement. The Hon'ble Court on 31.01.2022 has granted two weeks time to file the Memorandum of Settlement.

**AND WHEREAS** the parties through their Counsels have voluntarily, without any force or coercion, arrived at the following terms of settlement:-

a) The parties have agreed to dissolve their marriage by a decree of divorce as there is irretrievable breakdown of marriage. To bring an end to this, the parties shall file an Application seeking permission of the Hon'ble Supreme Court to exercise its powers under Article 142 of the Constitution of India to grant a decree of divorce, without relegating the parties to the Trial Court. The parties shall also pray for quashing of the FIR No.0068 of 2019

b) If the above mentioned prayer is declined by the Hon'ble Supreme Court, the parties shall withdraw all complaints or cases that they have filed against each other or their family members or friends, viz., **(i)** The First party will withdraw the Matrimonial Suit No.1244 of 2019 pending before the Ld. ADJ, Barasat, Kolkata against the Second party; **(ii)** Similarly, the Second Party will withdraw the Criminal Complaint, Bearing GR No.1224 of 2019 pending before the Learned SDJM, Cuttack at

Odisha, which arising out of FIR No. 0068 of 2019 lodged at Mahila Police Station, Cuttack against the First Party and his family members.

Further, the parties shall appear before the Family Court at Cuttack, Odisha by filing a Joint Petition for divorce by Mutual Consent under Section 28 of the Special Marriage Act,1954(first motion). The parties shall also seek waiver of the 6 (six) months cooling period in view of the provision of Special Marriage Act 1954.

c) That, it is agreed between the parties, the First party shall pay an amount of Rs.14,00,000/-(Rupees Fourteen Lakh only) as alimony towards full and final/one time settlement to the Second Party.

d) That the First party shall make the payment by way of demand draft on the date of signing the present memorandum of settlement. It is agreed that the Second party shall not make any claim in the future.

e) That both the parties agree and undertake to be bound by and to abide by the terms of this memorandum of settlement. The parties further agree and undertake that they shall not resile from or dispute this Conciliated Agreement in future.

f) That both the parties henceforth in good faith undertake and agree not to level allegations of any kind against each other and not to put anything against each other on the internet including but not limited to any social networking websites such as Facebook, Instagram or any other social network, directly or indirectly, through the people known/related to them and/ or print media and electronic media etc. Both the parties also agree and undertake not to convey anything by spoken/written words against each other as well as their respective families.

g) That both parties also undertake not to use or make public in any manner whatsoever any correspondence that they may have had with each other and not use any material that they may have in their possession for instance Facebook post, WhatsApp, Emails, SMS or any other social media in future.

h) It is agreed between the parties that in case any of the parties violate the terms and conditions of this Conciliated Agreement, the aggrieved party is free to avail the legal remedies in accordance with law.

i) That the content of the present Conciliated Memorandum of Settlement has been read over to parties and both the parties have agreed and understood the same.

By signing this memorandum of settlement, the parties hereto state that they have no claims, demands, or any allegations against each other as all the disputes and differences between the parties have been amicably

settled.

Both the parties undertake to abide by the terms and conditions set out in the Memorandum of settlement and not to dispute the same hereinafter in future.

**WITNESS:**

Sd/-  
SATISH BEURA  
**(FIRST PARTY)**

1. \_\_\_\_\_ Sd/- \_\_\_\_\_

Sd/-  
ANMOL DALAI  
**(SECOND PARTY)**

2. \_\_\_\_\_ Sd/- \_\_\_\_\_

DATE : 05.02.2022.  
PLACE : NEW DELHI

**COUNSEL SIGNATURES**

Sd/-  
1. Ms. Renuka Sahu, Advocate

Sd/-  
2. Mr. Suchit Mohanty, Advocate"

An application is filed by the learned counsel for the respondent for disposing of the transfer petition and all proceedings pending between the parties in the respective courts on terms and conditions specified in the Memorandum of Settlement, reproduced hereinabove.

In terms of the "Memorandum of Settlement" the first party (respondent herein) had agreed to pay Rs.14,00,000/- (Rupees Fourteen Lakhs Only) as alimony towards full and final settlement, which amount has already been paid and duly received by the second party (petitioner herein). This is fairly accepted by the

learned counsel appearing for the second party (petitioner herein).

We are satisfied that the settlement entered into between the parties on 05.02.2022 deserves to be accepted. Further, we accede to the prayer for a decree of divorce by mutual consent in exercise of plenary powers of this Court under Article 142 of the Constitution of India to do substantial justice to the parties.

We, accordingly, grant the decree of divorce by mutual consent as prayed. Undertakings given by the parties in the settlement dated 05.02.2022 are accepted. Accordingly, the marriage between parties solemnized on 27.11.2016 stands dissolved.

In view of above, all cases pending between the parties, details of which mentioned in clause (b) of the Memorandum of Settlement, shall stand withdrawn to this Court and are quashed/disposed of in terms of this order.

We once again record and accept the undertaking given by the parties that they will abide by the terms and conditions incorporated in the Memorandum of Settlement without any exception and that they shall not initiate any further civil or criminal case against each other

and/or their family members with regard to the matrimonial alliance.

Resultantly, I.A. No. 21021/2022 is allowed and the Transfer Petition is disposed of in the aforementioned terms.

Pending applications, if any, stand disposed of.

....., J.  
(A.M. KHANWILKAR)

....., J.  
(ABHAY S. OKA)

NEW DELHI;  
APRIL 11, 2022.

ITEM NO.36

COURT NO.3

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(s)(Civil) No(s). 276/2020

ANMOL DALAI

Petitioner(s)

VERSUS

SATISH BEURA

Respondent(s)

IA No. 21021/2022 - APPROPRIATE ORDERS/DIRECTIONS  
IA No. 24413/2020 - EX-PARTE STAY)

Date : 11-04-2022 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR  
HON'BLE MR. JUSTICE ABHAY S. OKA

For Petitioner(s) Mr. Suchit Mohanty, Adv.  
Ms. Vandana Kaushal Mohanty, Adv.  
Mr. Dipesh Sinha , AOR

For Respondent(s) Ms. Renuka Sahu, AOR

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

IA No. 21021/2022 is allowed and transfer  
petition is disposed of in terms of the signed  
order.

Pending applications, if any, shall stand  
disposed of.

(NEETU KHAJURIA)  
COURT MASTER

(VIDYA NEGI)  
COURT MASTER

(Signed order is placed on the file.)