

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION  
TRANSFER PETITION (C)No.558 OF 2017

BHARTI ASHISH THANTHARATEY

... PETITIONER

Versus

ASHISH ASHOK THANTHARATEY

... RESPONDENT

WITH

TRANSFER PETITION (Cr1.)No.464 OF 2017

O R D E R

Heard Mr.Niranjan Sahu, learned counsel for the petitioner and Mr.Amarjeet Singh, learned counsel for the respondent.

During the course of hearing, it has been submitted by the learned counsel for the parties that the dispute between the parties has been settled in terms of Memorandum of Understanding duly signed by the parties, which is taken on record and shall form part of the instant order. The said Memorandum of Understanding is reproduced below:

**"MEMORANDUM OF UNDERSTANDING**

This `MEMORANDUM OF UNDERSTANDING' [MOU] made and executed at Delhi, on this 1 day of March, 2018.

BETWEEN

1) Mr.Ashish Ashok Thantharatey {PAN: AFLPT0872R},  
Age : 34 Years, Occupation: Service, residing at Flat  
802, Tower 54, Amanora Future towers, Hadapsar, Pune  
-411028, State: Maharashtra, Country: INDIA [Referred  
to as the `PARTY OF THE FIRST PART']

AND

2) Mrs.Bharti Ashish Thantharatey (maiden name

Ms. Bharti Ashok Shivhare) [PAN: BTYPS8906F], Age : 32 Years, Occupation: Service, currently residing at Flat no. 695 Green view Society, Sector 19, Dwarka, New Delhi 110070, Country INDIA [Referred to as the 'PARTY OF THE SECOND PART'].

The terms 'PARTY OF THE FIRST PART' and 'PARTY OF THE SECOND PART' are hereinafter jointly referred to as the 'PARTIES'.

W H E R E A S:

A) The marriage between the PARTIES was solemnized by the Hindu rights and rituals on 15/12/2014, in presence of their family, relatives and friends at Matoshree Karemore Lawns, Near Bus Stand, Tumsar, District - Bhandara, State - Maharashtra. After the solemnization of the marriage, various disputes arose between the PARTIES. On account of personal preferences and irreconcilable issues subsisting between them, the PARTIES are living separately since May, 2016.

B) The PARTY OF THE FIRST PART filed a Divorce Petition bearing no. Marriage Petition No. 1314/2015 before the Hon'ble Civil Judge Senior Division Pune, at Pune and the PARTY OF THE SECOND PART filed a Criminal Complaint under Section 498A against the PARTY OF THE FIRST PART at Wakad Police Station, which was registered at C.R. No. 228/2016. The PARTY OF THE SECOND PART also filed a Domestic Violence Case under Section 12 of the Protection of Women from Domestic Violence Act, 2005 bearing no. CR. M. A. No. 3730/2016, before the Hon'ble Judicial Magistrate First Class Court no. 7 Pune, at Pune.

C) Whereas, the PARTIES hereto have decided to settle all disputes, claims, complaints and cases between the PARTIES hereto and in pursuance of the same, the PARTIES are entering into this 'MOU' as follows:

NOW THIS 'MEMORANDUM OF UNDERSTANDING' [MOU] IS WITNESSETH AS FOLLOWS:

1) The modus of settlement of all the cases and claims, as well as, concluding of the Divorce between the Parties shall be in the following sequence:

2) That it is agreed between the parties to this agreement that they will file a petition seeking divorce under Mutual Consent under relevant provision

of law before the Hon'ble Supreme Courts and/or any other competent court of law as desirable and agreed by both the parties. The First party shall pay an amount of Rs. 10 Lacs to the Second party by way of Demand Draft/ Post Dated Cheque to achieve divorce by mutual settlement in the following manner:

a) The PARTIES herein agree that upon execution of this MOU, the PARTY OF THE FIRST PART will have handed over a Post-dated cheque bearing no. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2018 drawn on \_\_\_\_\_ Branch, Pune of an amount of Rs. 5,00,000/- Lakhs towards the First part in the form of , in favour of the PARTY OF THE SECOND PART.

b) The PARTY OF THE SECOND PART agrees and undertakes that, within 30 days from this MOU, the PARTY OF THE SECOND PART shall do the following:

i) Withdraw the petition bearing no. Transfer Petition(s)(Criminal) No(s). 464/2017 filed before the Hon'ble Supreme Court for transfer of CR. M. A. No.3730/16 in terms of this MOU;

ii) withdraw the Criminal Complaint bearing C.R. No. 228/2016, under Section 498A, read with Section 34 of the Indian Penal Code, 1860 filed with Wakad Police Station in terms of this MOU;

iii) withdraw the Domestic Violence Case bearing no. CR. M. A. No. 3730/2016, under Section 12 of the Protection of Women from Domestic Violence Act, 2005, filed before the Hon'ble Judicial Magistrate First Class Court no. 7 Pune, at Pune in terms of this MOU ; and

c) The PARTY OF THE SECOND PART agree and admit that only after the PARTY OF THE SECOND PART complies with her obligations under clause 1(b) above, the PARTY OF THE SECOND PART shall be entitled to deposit the Post-dated cheque bearing no. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2018 drawn on \_\_\_\_\_ Branch, Pune of an amount of Rs. 5,00,000/- Lakhs towards One Time Alimony, however, after providing proof of withdrawal to the PARTY OF THE FIRST PART, as stated above and after the PARTY OF THE SECOND PART unconditionally withdraws the Petition bearing no. Transfer Petition (Civil) 558/2017, filed before the Hon'ble Supreme Court for transfer of Marriage Petition no. 1314/2015.

d) The PARTIES agree and undertake that thereafter, the PARTIES hereto shall submit a joint petition for conversion of the Marriage Petition no. 1314/2015 filed before the Hon'ble Civil Judge Senior Division Pune, at Pune, into a Petition for Divorce by Mutual Consent. Against the pronouncement of Final Divorce, the PARTY OF THE FIRST PART shall pay an amount of Rs. 5,00,000/- lakhs to the PARTY OF THE SECOND PART, towards the final part of One Time Alimony agreed between the PARTIES hereto;

e) The PARTY OF THE SECOND PART agrees that if the PARTY OF THE SECOND PART fails to complete the entire process of Mutual Divorce or withdraws her consent to the Mutual Divorce, the amount of Rs.5,00,000/- already paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART at the time of withdrawal of the Petition bearing no. Transfer Petition (Civil) 558/2017, Criminal Complaint bearing C.R. No. 228/2016 and the Domestic Violence Case bearing no. CR. M. A. No. 3730/2016, vide cheque bearing no. \_\_\_\_\_ dated \_\_\_/\_\_\_/2018 drawn on \_\_\_\_\_ Branch, Pune of an amount of Rs. 5,00,000/- shall also be returned to the PARTY OF THE FIRST PART by the PARTY OF THE SECOND PART within one week of occurrence of such an event. In such a case, the PARTY OF THE SECOND PART shall not be entitled to claim the additional Alimony or Maintenance amount of Rs.5,00,000/- shall be deemed to have been waived by the PARTY OF THE SECOND PART as well as all her rights to claim any maintenance or alimony in future.

f) That parties herein has taken their respective jewellery and after signing this MOU, each party shall restrain themselves from claiming any jewelry from the other party whatsoever..

3) The PARTIES herein agree that all the travel expenses of the PARTY OF THE SECOND PART shall be borne by Mr. Ankush Nashine (brother of the THE PARTY OF THE FIRST PART) subject to a maximum amount of Rs. \_\_\_\_\_/- which shall be paid to THE PARTY OF THE FIRST PART, in two phases, firstly after the PARTY OF THE SECOND PART complies with her obligations under clause 1(b) above and thereafter, on the pronouncement of Final Divorce in the Marriage Petition no. 1314/2015 filed before the Hon'ble Civil Judge Senior Division Pune, at Pune.

4) The PARTIES herein agree that each of the PARTIES

shall bear their respective legal expenses, Advocate's professional fees and all other costs and expenses and the PARTIES shall not be entitled to claim any amount from each other.

5) The PARTIES agree and undertake that until conclusion of the Divorce by Mutual Consent and thereafter, the PARTIES shall not file or initiate any other legal proceedings against each other, except in case of a fresh cause of action arising hereafter.

6) That it is further agreed between both the parties that they would not have any communication or contact with each other, with each other's friends, family members or relatives. They shall not create any situation which may defame or lower the reputation of the parties or their family members in the society. It is further agreed that they shall not enter at each other's workplaces/virtual space (online facebook, twitter, instagram etc.) as well.

7) The PARTIES herein agree to execute, acknowledge and deliver any and all papers, documents, instruments and writings that may be reasonably required to effectuate the objects and purposes of this 'MOU'.

8) The PARTIES hereto agree and admit that they have read and understood the provisions of this 'MOU', they have executed this 'MOU' by mutual consent and without any force, coercion, misrepresentation after consulting their respective lawyers."

Learned counsel for the respondent has informed that the amounts mentioned in the Memorandum of Understanding have been electronically transferred in the account of the appellant on 26.09.2018 vide Transaction Reference Nos.1542280261 and 1542204105. Learned counsel for the appellant has acknowledged the same.

In view of the above, the transfer petitions stand disposed of in terms of the Memorandum of Understanding and the marriage between the parties shall stand dissolved.

Be it noted, the parties shall abide by the terms of Memorandum of Understanding in its letter and spirit.

.....CJI.  
(DIPAK MISRA)

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

.....J.  
(Dr.D.Y.CHANDRACHUD)

NEW DELHI;  
SEPTEMBER 26, 2018.

ITEM NO.7

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(s)(Civil) No(s).558/2017

BHARTI ASHISH THANTHARATEY

Petitioner(s)

VERSUS

ASHISH ASHOK THANTHARATEY

Respondent(s)

(FOR STAY APPLICATION ON IA 1/2017)

IA No.1/2017 - Stay application

WITH

T.P.(Cr1.) No.464/2017 (XVI-A)

(FOR

FOR APPROPRIATE ORDERS/DIRECTIONS ON IA 74751/2018)

Date : 26-09-2018 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.Niranjan Sahu, Adv.  
Mr.Sibo Sankar Mishra, AOR

For Respondent(s) Mr.Amarjeet Singh, AOR  
Mr.Rajesh Inamdar, Adv.

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

The transfer petitions stand disposed of in terms of the Memorandum of Understanding and the marriage between the parties shall stand dissolved.

Be it noted, the parties shall abide by the terms of Memorandum of Understanding in its letter and spirit.

(Satish K.Yadav)  
AR-cum-PS

(H.S.Parasher)  
Assistant Registrar

(Signed order is placed on the file)