

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO(S). 2626/2023

SNEHA SINGH

PETITIONER(S)

VERSUS

ASHWANI KUMAR

RESPONDENT(S)

O R D E R

Heard the learned counsel appearing for the parties.

We have perused the Settlement Agreement dated 8th April, 2024, which is placed on record. The Settlement Agreement is duly signed by both the parties and their respective learned counsel before the learned Mediators attached to the Supreme Court Mediation Centre.

The marriage between the petitioner (Sneha Singh) and the respondent (Ashwani Kumar) was solemnized on 7th July, 2021. The petitioner and the respondent have been residing separately from 26th August, 2021. It is stated that the marriage has not been consummated and the same has irretrievably broken down. Therefore, they are seeking exercise of the power of this Court under Article 142 of the Constitution of India for dissolving the marriage by mutual consent.

A sum of Rs.5,00,000/- (Rupees Five Lakhs) has been admittedly paid by the respondent to the petitioner earlier. Today, a sum of Rs.20,00,000/- (Rupees Twenty Lakhs) has been admittedly transferred by the respondent to the petitioner through RTGS. Thus, there is no dispute that in terms of Clause 3 of the Settlement Agreement, the respondent has paid a total amount of Rs.25,00,000/- (Rupees Twenty-five Lakhs) to the petitioner.

In the facts and circumstances of the case, we are of the view that this is a fit case to exercise the jurisdiction of this Court under Article 142 of the Constitution of India to dissolve the marriage solemnized on 7th July, 2021 between the petitioner (Sneha Singh) and the respondent (Ashwani Kumar). Accordingly, we pass the following order:

i. The marriage between the petitioner (Sneha Singh) and the respondent (Ashwani Kumar) solemnized on 7th July, 2021, is hereby dissolved by a decree of divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955;

ii. Divorce Petition No.1573 of 2023 pending before the learned Principal Judge, Family Court, Lucknow, Uttar Pradesh, is disposed of in terms of this order;

iii. In view of the settlement, First Information Report No.03 of 2023 registered with Mahila Police Station, Dehri, Rohtas, Bihar, as well as the proceedings based on the said First Information Report, are hereby quashed and set aside;

iv. The material terms and conditions of the settlement are in Clauses 1 to 16, which read thus:

"1. The Parties hereto confirm and declare that they have voluntarily and of their own free will, decided not to live together as husband and wife as their wedlock has now virtually become a deadlock and chances of reunion had completely faded away and there are complete destruction of the essence of marriage between parties and the same has already irretrievably broken down.

2. In the background of the circumstances and keeping in mind the deleterious effect of the continuance of a sterile marriage on their

future lives, the Parties agree to divorce by mutual consent as they feel this is the only just and proper way to allow them to spend their remaining period of life happily with contentment instead of being compelled to lead a miserable life without any constructive purpose.

3. In consideration of the above, the Second Party agrees to pay a lump sum amount of Rs.25,00,000/- (Rupees Twenty-Five Lakhs only) to the First Party in full and final settlement of all her claims (past, present, and future) towards stridhan, residence, permanent alimony, and maintenance either by way of DD or through RTGS/NEFT (hereinafter referred to as the "Settlement Amount") in the name of Sneha Singh Bank Account No. 4449939679, IFSC KKBK0005322.

4. In addition to the aforesaid amount, the Parties have agreed to exchange among themselves all household appliances, furniture, utensils etc., clothes, accessories, watches, shoes, etc. along with the gold/silver jewelry items as per the list attached with this Agreement on or before 14.04.2024. The aforesaid list is being annexed with this Settlement Agreement as Annexure A.

5. The Parties have further agreed that they shall jointly pray before the Hon'ble Supreme Court of India for disposing of the present Transfer Petition (c) No.2626 of 2023 and grant a decree of divorce by mutual consent by exercising its inherent powers under Article 142 of the Constitution of India in the interest of both parties who have been living apart for long and granting a decree of divorce straightaway shall enable the unwilling parties to put an end to their untold misery. Both parties agree to move a joint application before the Hon'ble Supreme Court of India for the abovementioned purpose.

6. The Parties also confirm and declare that out of the said amount of Rs.25,00,000/- (Rupees Twenty-Five Lakhs only) a sum of Rs.5,00,000/- (Rupees Five Lakhs only) shall be paid by the Second Party to the First Party on or before 14.04.2024 at the time of exchange of goods and articles and jewellery items as described hererinbefore in Para 4 above AND the

rest Rs.20,00,000/- (Rupees Twenty Lakhs only) on the day of hearing of the matter before the Hon'ble Supreme Court by way of demand draft or through RTGS/NEFT transfer to the account of the First Party which is as follows: Sneha Singh Bank Account No. 4449939679, IFSC KKBK0005322.

7. The Parties further agree that in case the Hon'ble Supreme Court of India is not inclined to invoke Article 142 of the Constitution of India for granting the decree of divorce by mutual consent AND if, however, the Parties are relegated to adopt such a remedy before a civil court, they shall move appropriate applications under Section 13B (1) and (2) of the Hindu Marriage Act, 1955 jointly before the Principal Judge Family Courts at Lucknow for seeking such divorce by mutual consent, where they shall diligently appear on the dates fixed for hearings of the said Petitions AND they shall take following steps to give effect to this present Settlement Agreement:-

a) The Second Party shall, within two weeks of the order of the Hon'ble Supreme Court of India disposing of the present Transfer Petition (C) No.2626 of 2023, initiate proceedings to withdraw Divorce Petition No. 1573 of 2023 under Section 13(1) (i a) of the Hindu Marriage Act, 1955 for dissolution of the marriage between the Parties which is pending before the principal Judge, Family Court, Lucknow;

b) The Parties thereafter within two weeks of the aforesaid withdrawal shall file a Petition for divorce by mutual consent under Section 13 (B) of the Hindu Marriage Act, 1955 before the Principal Judge Family Courts at Lucknow wherein the expenses of filing both the mutual consent divorce petitions by way of First and Second Motion respectively shall be borne by the Parties individually and in that case, the mode of payment will be in 3 [three] installments as described hereunder: -

- Second Party shall pay to First Party the first installment being an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of Demand Draft or through RTGS/NEFT in the name of Sneha Singh Bank Account No. 4449939679, IFSC KKBK0005322 at the time of

recording of statements during the First Motion of the divorce petition filed under Section 13(B)(1) of H.M. Act, 1955 by way of mutual consent at Principal Judge Family Courts at Lucknow.

- Second Party shall pay to First Party the second installment being an amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) by way of Demand Draft or through RTGS/NEFT in the name of Sneha Singh Bank Account No. 4449939679, IFSC KKBK0005322 upon disposal of the petition under Section 482 Cr.P.C for the quashing of the FIR bearing No.03/2023 under Section 498-A/379/384 IPC alongwith 3 & 4 Dowry Prohibition Act 1961, with Mahila PS Dehri, Rohtas, Bihar wherein the complainant wife, i.e. the First Party shall cooperate with the respondent husband, i.e. the Second Party by filing her affidavit for the quashing of the said FIR filed against the Second Party, his Father Praveen Kumar, his mother Usha Rani and his sisters Juhi Singh, Priya Singh, Supriya Singh. And further it has been agreed between the Parties that the First Party shall also make a statement before the Hon'ble High Court of Judicature at Patna in terms of the compromise arrived at between the Parties as on today in this Mediation Proceedings.

- The Second Party shall withdraw the complaint dated 23.11.22 lodged by him against First Party, her brother Shubham, her grandfather Shri Gupteshwar Singh, and her parents Shri Ajay Singh and Smt. Sandhya Singh from the Kazipat police station, Telangana. Further, there is another complaint dated 04.07.23 filed by Second Party against the IO and SHO of Dehri Mahila PS, which shall also be withdrawn by Second Party.

- Second Party shall pay to First Party the third and last installment being an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of Demand Draft or through RTGS/NEFT in the name of Sneha Singh Bank Account No. 4449939679, IFSC KKBK0005322 at the time of recording of statements during the Second Motion of the divorce petition filed under Section 13(B)(2) of H.M. Act, 1955 by way of mutual consent at Principal Judge Family Courts at Lucknow.

- It has also been agreed between the Parties that this settlement is full and final and the Parties undertake not to file any case/complaint/suit/petition against each other and shall be entitled to lead their life independently and both the parties shall not interfere in the life of each other and family members of each other. It is agreed that after receiving the amount of Rs. 25,00,000/- (Rupees Twenty-Five lakhs) as mentioned herein above, the First Party, i.e. the Petitioner/wife shall give up her claim for Permanent maintenance/Alimony and undertakes that she shall not claim any amount whatsoever from the Second Party or his family members in future. The Petitioner has permanently waived her right of maintenance from the Second Party, i.e. the Respondent/ husband or any of his family members.

8. It is specifically agreed between the Parties that any other complaint/litigation which may have been instituted by them which may not be mentioned in the present Settlement Agreement and which may not be known to one or the other party shall also stand withdrawn upon signing of the present Settlement Agreement.

9. It is further agreed between the Parties that upon execution and acceptance of the present Settlement Agreement by the Hon'ble Supreme Court and until such time that the final decree of divorce is granted by the Court, they shall in the meanwhile not take any steps or continue with or take any coercive/adversarial actions against each other and/or their family members in the pending litigations.

10. It is further agreed between the Parties that both are fully committed to honour each and every term and condition of this Settlement Agreement and any breach of any obligation herein contained or violation of any term of this Settlement Agreement herein contained by any party hereto, shall be liable for action by this Hon'ble Court against the party at fault and the party aggrieved shall have the right to remedy the breach by approaching this Hon'ble Court for enforcing the terms of this settlement.

11. The Parties agree that they have arrived at

the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion, or undue influence by either of the parties and/or their family members. The parties also agree that the contents of the present Settlement Agreement have been read over to them by the Mediator in presence of their respective counsels/advocates and they have understood the contents of the same in its true letter and spirit. The Parties further agree and undertake not to raise the issues concerning the present Mediation further before any court of law.

12. The Parties also agree and undertake to be bound by the terms of the present Settlement Agreement. The Parties further agree and undertake that they shall not resile from or dispute this Settlement Agreement in the future.

13. The Parties hereto state that they shall have no claim or right *qua* any immovable or movable properties of the other party or against the family members of the other party whether self-acquired, HUF, or ancestral under any circumstances now or in the future, in view of the present Settlement Agreement.

14. The Parties agree and undertake not to interfere in the life of each other in any manner and also undertake not to make allegations, defamatory or derogatory, against each other and their respective family members personally or on any public forum and/or through social media i.e. WhatsApp, Facebook, Twitter, Instagram etc. or in any other manner whatsoever. All allegations made hereinbefore by the Parties against each other or against the family members and friends of either party shall stand withdrawn unequivocally upon the signing of the present Settlement Agreement.

15. The present Settlement Agreement is effective and enforceable from the date of its execution and acceptance by the Hon'ble Supreme Court and shall remain effective and binding and form part of the decree for mutual consent.

16. It is agreed between the Parties that they will strictly adhere to the terms and conditions of this Settlement and will do all acts

necessary for the expeditious compliance of the same and shall cooperate with each other and do all acts and sign all the relevant documents required for the purposes of obtaining a divorce by mutual consent.

...”

v. The decree shall be drawn in terms of this order by incorporating the aforesaid Clauses within a period of four weeks from today; and

vi. The Transfer Petition is disposed of on the above terms.

The learned counsel appearing for the petitioner, on instructions, states that there are two complaints filed by the respondent with the Police. The learned counsel appearing for the respondent, on instructions of the respondent who is present in the Court, states that the respondent will not press the said complaints and shall submit a letter to that effect to the concerned Police Station.

We record our appreciation for the reasonable stand taken by the parties as well as by their respective learned counsel and the role played by the learned Mediators.

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

.....J
(UJJAL BHUYAN)

NEW DELHI;
APRIL 24, 2024.

ITEM NO.5

COURT NO.7

SECTION XI

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

TRANSFER PETITION (CIVIL) NO(S). 2626/2023

SNEHA SINGH

PETITIONER(S)

VERSUS

ASHWANI KUMAR

RESPONDENT(S)

(IA NO. 203036/2023 - STAY APPLICATION AND IA NO.90730/2024 - APPLICATION FOR DIRECTIONS)

Date : 24-04-2024 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ABHAY S. OKA
HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s) Mr. Satya Mitra, AOR
Ms. Kawalpreet Kaur, Adv.
Mr. Umesh Kumar, Adv.

For Respondent(s) Ms. Maheravish Rein, Adv.
Mr. Purshottam Sharma, Adv.
Mr. Aldanish Rein, 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.

Pending applications stand disposed of accordingly.

(ASHISH KONDLE)
COURT MASTER (SH)

(AVGV RAMU)
COURT MASTER (NSH)

[THE SIGNED ORDER IS PLACED ON THE FILE]