

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S).2952/2018  
(ARISING FROM SLP (C) NO. 28553/2017)

RAMAKANTH V

APPELLANT (S)

VERSUS

PURNIMA & ANR.

RESPONDENT (S)

J U D G M E N T

KURIAN, J.

Leave granted.

2. The parties have been in litigation for the last eleven years. The epicenter of the disputes is matrimonial discord. The matter reached this Court against an order dated 05.09.2017 in C.R.P. No.4273 of 2017 passed by the High Court of Judicature at Hyderabad for the State of Telangana and for the State of Andhra Pradesh.

3. We sought the assistance of Ms. Varuna Bhandari, learned counsel, as Mediator. Thanks to her intensive efforts and marathon sittings, the parties have reached a settlement. The terms of the Settlement have been reduced to writing and it has been duly signed by the parties. The said Settlement dated 12.12.2017 is already on record and the same shall form part of this judgment.

4. In terms of the settlement, the appellant has

paid an amount of Rs.40,00,000/- (Rupees Forty Lakhs only) to the respondent, which has been duly acknowledged by the respondent. For the remaining sum of Rs.48,35,000/-, three separate demand drafts are being handed over today to the respondent which have been duly acknowledged by her, in full and final settlement of the amount due to her from the appellant.

5. What survives is a small dispute with regard to the amounts due to ICICI Bank, Gachaibowli, Hyderabad, in respect of the home loan taken by the parties. ICICI Bank was impleaded as additional respondent by this Court on 12.12.2017. Learned counsel for the Bank has made a vehement plea for full and final settlement of the entire dues to the Bank by directing the parties to pay the outstanding dues to the tune of Rs.75,75,436/-. On going through the accounts, we understand that the same includes the penalty for late payment, outstanding interest and some other minor expenses etc. It also includes an amount of Rs.13,45,000/- paid to one Mr. G. Krishna Mohan on the basis of a work order dated 16.05.2007. It is the case of the parties that no work as such was executed and, therefore, the parties cannot be bound by the said amount.

6. Be that as it may, since the Court has been making efforts for full and final settlement of all

the cases between and pertaining to the parties, we requested the Bank to work out a reasonable settlement of the entire disputes and, accordingly, they have shown the grace to waive the penalty, pending interest and miscellaneous charges including the litigation expenses. Still the amount comes up to around Rs.17,00,000/-.

7. Having regard to the facts and circumstances of the case, we are of the view that in the interest of justice and fitness of things, ICICI Bank should settle the whole outstanding dues for an amount of Rs.15,00,000/-. It is ordered accordingly.

8. The respondent shall pay an amount of Rs.9,00,000/- within a week from today to ICICI Bank, Gachabowli, Hyderabad. The appellant shall pay the remaining sum of Rs.6,00,000/- within eight weeks from today. However, for the said sum of Rs.6,00,000/-, the appellant will give post dated cheque(s) to ICICI Bank drawn in the name of ICICI Bank followed by the loan account number.

9. Since the disputes are thus settled, we direct ICICI Bank to show loan status of both the parties as 'settled as paid in full' so that the parties may not have any difficulty for raising loans in future, if required. As soon as the loan is closed by realizing the amount of Rs.15,00,000/-, the Bank is directed to issue 'No Dues Certificate' and 'No Objection

Certificate' to the respondent and original documents will also be returned to the respondent. The appellant will also execute the Relinquishment Deed, as stipulated in the settlement, and the necessary expenditure in that regard will be borne by him.

10. We make it clear that this settlement is without prejudice to the liberty available to the Bank, if they are so advised, to proceed against Mr. G. Krishna Mohan, to whom the amount of Rs.13,45,000/- was disbursed for executing a works contract.

11. In view of the settlement, as above, the following cases between the parties are dismissed :-

Sl. No.	Case No.	Court/Forum
1.	O.P. No.980/2008 seeking divorce	Addl. Family Court, city Civil Court at Hyderabad
2.	S.A. No.214/2014	DRT, Hyderabad
3.	OA.2862/2017	DRT, Hyderabad
4.	Crl.P. No.10609 of 2014	High Court of Judicature at Hyderabad
5.	Interlocutory Application Nos. 9932/2014 and 9933/2014 in Crl. P.4421/2012	High Court of Judicature at Hyderabad

12. Having regard to the settlement of the disputes between the parties, we are of the view that it is only in the interest of justice and for securing ends of justice that the criminal cases are also put an end to. Accordingly, the following case is quashed:

Sl. No.	Case No.	Court/Forum
1.	Complaint under Sec.420,406,468,471 r/w 34 IPC Police Station: S.R. Nagar, FIR No.907/2011 in which Chargesheet filed CC No.1292/2017	ACCM III, Nampally

13. In view of the settlement, as above, we make it clear that there shall be no further claims against each other. We also make it clear that the parties shall not institute any civil or criminal proceedings against each other in respect of the disputes referred to in the settlement, which has become a part of this judgment, without express permission from this Court.

14. Since the case pertaining to the release of the Passport of the appellant has been disposed of, the appellant stands discharged from the Bank Guarantee executed for release of the Passport.

15. We record our appreciation for the painstaking and strenuous efforts taken by the learned mediator and for the cooperation extended by the learned counsel for the parties on either side and the learned counsel for the Bank for the grace shown for a reasonable settlement between the parties.

16. The appeal is, accordingly, disposed of.

17. Pending applications, if any, shall stand disposed of.

18. There shall be no orders as to costs.

.....J.  
[KURIAN JOSEPH]

.....J.  
[MOHAN M. SHANTANAGOUDAR]

NEW DELHI;  
MARCH 19, 2018.