

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

**TRANSFER PETITION (CIVIL) NO. 429 OF 2019**

DIPANKAR DEBAPRIYA HALDAR

... PETITIONER(S)

VERSUS

TEESTA DIPANKAR HALDAR

...RESPONDENT(S)

**ORDER**

1. The petitioner is the husband of the respondent herein. The petitioner came up with the above petition seeking transfer of the Matrimonial Case No. 67 of 2013 pending on the file of the Additional District Judge, 6<sup>th</sup> Court, Alipore, Kolkata, to a competent court at New Delhi.

2. On 01.03.2019 this Court ordered issue of notice only for the purpose of referring the matter to Mediation. Subsequently, the

matter was referred to the Supreme Court Mediation Centre. In the Mediation Centre, the parties have reached a Settlement Agreement.

The Agreement is extracted as follows:-

**“SETTLEMENT AGREEMENT”**

This Settlement Agreement is being executed between Petitioner Mr. Dipankar Debapriya Haldar S/o Late Debapriya Haldar, R/o 141, Satnam Apartments, 93, Cuffe Parade, Mumbai – 400005 and Respondent, Mrs. Teesta Dipankar Haldar, W/o Shri Dipankar Haldar, D/o Shri Subhendu Chaudhuri, R/o Flat No. 8A, Nabakailash, 55/4, Ballygunge, Circular Road, Kolkata – 700019.

The marriage between the Petitioner and Respondent was solemnized as per hindu rites on 26.11.1993 at Kolkata. Both parties resided together as husband and wife till 22.01.2012. There is one male child namely Mr. Indrajeet Haldar from this wedlock who is a major. That thereafter, due to the differences between the parties, they started living separately with their respective parents.

This Hon’ble Court vide its order dated 06.11.2019 was pleased to refer the matter to Mediation Centre, Supreme Court of India, New Delhi.

Comprehensive mediation sessions were held with the parties separately and jointly on 13.12.2019, 22.01.2020 and today i.e. on 23.01.2020 and with the indulgence of counsels and Mediators, the parties have arrived at an amicable settlement on the following terms and conditions:

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 in the presence of the mediator, their respective counsels and their family members.

2. That the following cases are pending between the parties:-

CASES FILED BY THE TEESTA HALDAR

(i) Divorce Petition being Matrimonial No. 1525 of 2012 subsequently renumbered as Mat Suit No. 67 of 2013 pending before Additional District Judge 6th, Alipore.

(ii) All police complaints filed in Navi Mumbai/Mumbai.

CASES FILED BY THE DIPANKAR HALDAR

(i) Restitution of Conjugal Rights being H.M.A. No. 3335 of 2012 pending before Additional District Judge 6th, Alipore.

(ii) Title Suit No. 17 of 2017 pending before 6th Civil Judge, Senior Division, Alipore.

Any other pending cases/complaints (Civil or Criminal) against either parties, if any.

3. That both the parties have entered into a full and final settlement/agreement in respect to the above mentioned cases on the following terms & conditions:

(I) That both the parties herein agree that they shall jointly pray to the Hon'ble Supreme Court to exercise its power under Article 142 of the Constitution of India and to grant Decree of Divorce by mutual consent, quashing and withdrawal of all Criminal and civil cases and police complaints pending between the parties.

(II) That in case the Hon'ble Supreme 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. Court, Calcutta, within one month of final order of the Hon'ble Supreme Court accepting the Settlement Agreement and disposing of the Transfer Petition filed by the Petitioner. Both the parties undertake to be present before the appropriate Court for the filing and for the recording of the statements in the mutual consent divorce petition.

(III) It has been agreed between both the parties that the property i.e. Kanchan Towers (Flat No. 1103 and 1203, Plot No. 9, Sector-25, Nerul East, Navi Mumbai) in the name of Ms. Teesta Halder for which a loan was obtained by Ms. Teesta Halder from HDFC, Vashi Branch, Mumbai wherein Ms. Teesta Halder was Principal Borrower and Mr. Dipankar Halder was a Co-Borrower. The said property Kanchan Towers is registered under the name of Ms. Teesta Halder. That Mr. Dipankar Halder has filed a Title Suit being T.S. No. 17 of 2017 pending before 6th Civil Judge, Sr. Division, Alipore in relation to the said property. It has been agreed that Mr. Dipankar Halder would visit HDFC along with Ms. Teesta Dipankar for release of the property papers of Kanchan Towers and duly hand over to Ms. Teesta Halder.

(IV) It is agreed that Mr. Dipankar Halder would withdraw the Title Suit being T.S. No. 17 of 2017 pending before 6th Civil Judge, Sr. Division, Alipore after the First Motion within

one month after the order of this Hon'ble Court and after the filing of the First Motion within one month.

(V) The property i.e. Neel Splendor situated at New Panvel, Mumbai is under joint ownership of both Mr. Dipankar Haldar and Ms. Teesta Haldar. It is agreed between the parties that Ms. Teesta Haldar will relinquish her share in the property i.e. Neel Splendor in favour of Mr. Dipankar Haldar and expenses like stamp duty, registration and any other expense that would be required for transferring and/or deleting the name of Ms. Teesta Haldar from the said property i.e. Neel Splendor would be borne by Mr. Dipankar Haldar. It is further agreed that Ms. Teesta Haldar shall fully cooperate and do all necessary formalities for getting the property transferred to Mr. Dipankar Haldar within six months from today.

(VI) It is agreed between the parties that with regard two lockers i.e. one at Axis Bank, Cuffe Parade Branch, Mumbai and the other with Dena Bank, Vashi Branch, Ms. Teesta Haldar's name be taken off from the said Axis Bank and Dena Bank Lockers. For the said purpose Mr. Dipankar Haldar will accompany Ms. Teesta Haldar for carrying out the formalities in relation to surrendering both Axis Bank and Dena Bank Lockers within six months from today.

(VII) Both parties have agreed that they would close all joint bank accounts and for the said purposes both the parties shall provide each other with all possible and required assistance. The Respondent-wife shall not claim Stridhan, maintenance past, present, future and permanent Alimony. It is agreed that the parties

shall not make any other claims whether criminal or civil in nature against each other.

(VIII) That the Respondent-wife will visit to Bombay to take the following furniture from the house of Mr. Dipankar Haldar and Mr. Dipankar Haldar agrees to return the following furniture and valuables belonging to Ms. Teesta Haldar within six months from today:

- (i) Godrej Storewell
- (ii) King size dresser
- (iii) Bar Counter
- (iv) Burma Teak Almirah
- (v) Indrajeet's Almirah and stuff including National Geographic Collection
- (vi) Two Chairs (Teesta Haldar's father)
- (vii) Shoe almirah
- (viii) Wooden Dresser
- (ix) Books and papers
- (x) Trunk and Silver Utensils (if the same are there, then the same should be returned)

4. That both the parties herein agree that all the pending cases whether specifically mentioned or not between the parties herein shall be withdrawn. The parties undertake not to initiate any other litigation against each other in future also.

5. The parties declare that this full and final settlement cum understanding has been entered into by their free will and both the parties will abide by the terms and conditions of the same.

6. The parties agree to act in good faith in relation to the performance of each party's obligations under this agreement and not to make any false statements against each other.

7. By signing this Agreement, the parties hereto 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.

8. That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will to comply the same as agreed above.

9. Both the parties further agree that while carrying out the above said stipulations no party should take advantage of its own wrong.

10. Both parties agree to cooperate with each other and do all acts required to give effect to the terms of this settlement agreement.”

3. In the light of the settlement reached between the parties, the Transfer Petition is disposed of to the following effect:-

(i) The parties shall file a petition for divorce by mutual consent before the appropriate court at Kolkata. The court in which such a petition is filed, shall dispose of the same in accordance with law, keeping in mind the agreement between the parties and ensuring that any inconvenience caused to the parties is kept to the minimum;

(ii) the petitioner shall visit HDFC, along with the respondent and sign necessary documents for the release of the title deeds

and other papers concerning the property at Kanchan Towers, Navi Mumbai;

(iii) the Title Suit being T.S. No.17 of 2017, pending before the 6<sup>th</sup> Civil Judge, Senior Division, Alipore, filed by the petitioner herein shall stand dismissed as withdrawn;

(iv) the respondent shall relinquish her share in the property i.e., Neel Splendor, situated at New Panvel, Mumbai, and the expenses for execution of all necessary documents shall be borne by the petitioner, so that the said property is transferred to the petitioner fully and absolutely;

(v) the respondent's name shall be removed from joint ownership of the lockers at Axis Bank, Cuffe Parade Branch, Mumbai and Dena Bank, Vashi Branch, Mumbai, so that the petitioner becomes the sole and absolute owner;

(vi) all joint bank accounts shall be closed with the mutual assistance of the parties;

(vii) all disputes between the parties shall stand resolved in terms of the Settlement Agreement and the parties shall have



no further or other claim against each other, except the obligations stated in the Settlement Agreement;

(viii) the petitioner shall permit the respondent to take the furniture listed in the Settlement Agreement.

.....CJI.  
(S.A. Bobde)

.....J.  
(A.S. Bopanna)

.....J.  
(V. Ramasubramanian)

**New Delhi**  
**April 08, 2021**