



**IN THE SUPREME COURT OF INDIA
ORIGINAL CIVIL JURISDICTION**

TRANSFER PETITION (CIVIL) NO. 2428 OF 2023

SHIKHA BANYAL

... Petitioner(s)

VERSUS

AKASHMANI SINGH

... Respondent(s)

ORDER

1. Heard the learned counsel appearing for the parties.
2. Perused the Settlement Agreement dated 10th May, 2024.
Both, the petitioner and the respondent attended the hearing through virtual mode. The Settlement Agreement dated 10th May, 2024 has been signed by both of them, the learned counsel representing both the parties and the learned Mediator.
3. Learned counsel for the petitioner-wife has submitted that the total settlement amount is ₹2,70,000/-. Out of this ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) have already been received by

the petitioner-wife on 10.05.2024 in the Mediation Centre and the balance amount of ₹1,20,000/- (Rupees One Lakh Twenty Thousand) have been received by the petitioner-wife today in her HDFC Bank through IMPS RRN No.419111651762 transferred by the respondent-husband from his account in State Bank of India, towards full and final settlement.

4. We deem it appropriate to extract relevant clauses 1 to 21 of the Settlement Agreement dated 10th May, 2024, which read as under:

“This Settlement Agreement is entered into between Petitioner SHIKHA BANYAL, W/O Akashmani Singh D/O Shri Vinod Banyal, R/O. C-254 FLAT NO. SF-1 Shalimar Garden Extension 2 near Mahavir Park Sahibabad Ghaziabad U.P. Phone No. 8860107304 (here in after referred to as First Party) and MR. Akashmani Singh S/O Shri Surjeet Singh R/O, Village Sulpur PO. Bhambla District Mandi Himachal Pradesh. Thathi Village, Near –Com Express New Akhnoor Bridge, Jammu Akhnoor Road Jammu And Kashmir-181201. M/S Satish Aggarwal & Co., Sua No. 1 Village Malpur Near Ice Cream Shop Akhnoor, Jammun Kashmir-181206 (Working For NHIDCL) Mobile No. 9459044118, 9418674128, 9418507879. (hereinafter referred to as the Second Party)

The expression **FIRST PARTY AND SECOND PARTY** unless repugnant to the context shall mean and include their respective heirs, successors, nominees and assignees.

AND

1. **WHEREAS** the First Party and Second Party were married in accordance with Hindu rites and customs on 24.05.2021 at Himachal Pradesh and have been residing separately since March 2023 i.e. for the last around 1,1/2 years no child was born out of this wedlock.

AND

2. The First Party and Second Party had some marital discord which led to the filing of following pending cases:

- I. FIR No. 112/2023 dated 30.09.2023 lodged under Sections 498A, 406, 504, 506 IPC and Section 3 & 4 Dowry Prohibition Act, 1961 upon the complaint of First Party at PS Gramin Mahila Thana, Ghaziabad Commissionerate, UP against the Second Party, his mother Smt. Pushpa Devi, father Shri. Surjeet Singh and the trial is pending before the court of Ld. Civil Judge Junior Division, FTC-1 Ghaziabad being Criminal Case No. 4345 of 2024 and the next date is 17.5.2024.

AND

3. This Hon'ble Court was pleased to relegate the parties to mediation vide Order dated 13.03.2024 passed in T.P (Civil) No. 2428 of 2023 (Shikha Banyal versus Akashmani Singh).

AND

4. The parties agreed that Ms. Babita Sant, Advocate would act as their Mediator respectively in the present mediation proceedings.

AND

WHEREAS comprehensive mediation sessions were held with the Parties and their respective Counsels during the process of mediation

AND

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at a Settlement which is being recorded hereunder:

- I) The First Party and Second Party have agreed and decided to dissolve their marriage by seeking a decree of divorce by mutual consent by invoking the jurisdiction of this Court under Article 142 of the Constitution of India.
- II) The First Party and Second Party have agreed and decided to jointly file an appropriate application before this Hon'ble Court under Article 142 of the Constitution of India seeking quashing of all proceedings as mentioned herein above instituted by them against each other and their respective family members or any other proceedings whatsoever instituted by the both parties till date.
- III) Since the marriage between the parties have broken down beyond any possibilities of reunion therefore the First party has accepted the proposal of divorce with

mutual consent made by Second Party. Further, the First party shall not claim in any of the moveable or immoveable property belonging to the Second Party at any stage of her life.

- IV) The Second Party has agreed to pay a total sum of Rs. 2,70,000/- (Rupees Two lakh Seventy Thousand Only) to First Party towards full and final settlement
- V) The Second Party had returned all jewellery, documents and belongings to the First Party on 10.5.2024 as on 10/5/2024 to the satisfaction of First Party.
- VI) That the said amount of Rs. 2,70,000/- (Rupees Two Lacs Seventy Thousand Only) shall be paid by Second Party to the First party through NEFT/IMPS as 1st Instalment of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) on 10/5/2024 itself in the Mediation Center at Hon'ble Supreme Court, when the present settlement agreement and also the application under Article 142 of the Constitution of India seeking quashing of all proceedings upto date is signed.
- VII) The 2nd Installment of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only) shall be paid by First Party to the second party through NEFT/IMPS on the date of hearing if the Hon'ble Supreme Court is pleased to concede the request of the parties and grants divorce and quashes all cases as prayed in the application.

6. The First Party and Second Party have mutually agreed and decided that in the event of rejection of application filed by the parties under Article 142 of the Constitution of India seeking divorce decree and quashing of all the proceedings pending between the parties, the parties shall file an application for quashing of all proceedings and seeking a decree of divorce by mutual consent in the competent court of law.

7. The First Party agrees and undertakes to execute all the necessary applications, affidavits and to appear in person before the concerned Court for filing of the petition for Divorce by mutual consent and of quashing/closing of all the proceedings and shall also ensure recording of her statements in the concerned courts as and when asked or required to do so.

8. Any other civil / criminal case, or complaint which is not specifically mentioned herein shall similarly filed by any of the party or any of his/her relative of the parties to the instant settlement against other party be deemed to be withdrawn / quashed/ disposed off / automatically dismissed as settled in light of the present Settlement Agreement and will stand asked

upon the order being quashed by this Hon'ble Court.

9. The parties have mutually agreed not to interfere in each other's lives hereafter in view of the present Settlement Agreement and upon the decree of divorce by mutual consent being granted to them. They shall neither directly or indirectly do any acts or deeds which would interfere or disturb in the peaceful life of each other.

10. That both the Parties also agree to not claim or seek any maintenance, alimony, cash, documents, certificates, jewellery, share in movable or immovable properties and/or article after having executed this settlement agreement.

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 they undertake to be bound by the terms thereof. The parties agree that the statements/commitments as made by them in the present Settlement Agreement shall be treated as their undertakings to the Hon'ble Court and parties shall abide with all the terms and conditions as mentioned herein above; and in case of any violation or deviation of the terms of the present settlement agreement then they shall be held liable for Contempt of Court under the Contempt of Courts Act in addition to other penalties/consequences.

12. If any of the party to this settlement breaches the terms of the present settlement agreement, the other party shall have a right to revive his/her cases or proceedings in addition to other remedies available to him/her in law or to file a contempt of court petition before this Hon'ble Court.

13. It has been agreed that the neither any of the relatives or friend of the parties to present settlement agreement nor the parties himself/herself shall file any criminal or civil case or otherwise against each other in connection with the marriage after successful completion and execution of the present settlement agreement.

14. The parties agree that they shall appear in person before the Hon'ble court during the virtual/physical hearing, as the case may be, to make their statements on oath if necessitated

in terms of the present settlement agreement.

15. That, now onwards with effect from today, having put their respective signatures on the present Settlement Deed, both the parties shall be deemed and construed to be separated-divorced holistically for all social, religious and legal purposes and otherwise also.

16. That, the first party and second party are educated person and both the parties have read the instant settlement agreement meticulously, and have understood the contents, terms and conditions of the same; and both parties understood the fact that if either of them deliberately rescind/retract/withdraw from any of the term-conditions as narrated herein above, then such party shall be liable for the legal consequences whatsoever it may be in the court of law.

17. That the Petitioner and the Respondent have agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute in future.

18. That subject to the aforesaid terms, the parties have resolved all the disputes amicably in relation to the marriage and have been left with no claims against each other or their respective family members.

19. That by signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other including maintenance, or any movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

20. The parties undertake to abide by the terms and conditions set out in the above-mentioned Settlement Agreement, which have been arrived with free will of the parties without any coercion, duress or collusion and parties undertake not to raise any dispute whatsoever henceforth.

21. The contents of this settlement - agreement have been explained to all the parties through their respective counsels and they have understood the same.”

5. Both the parties have agreed that they will abide the terms of settlement.

6. The marriage between the parties was solemnized on 24th May, 2021. There is no issue born from the wedlock. The parties have been residing separately since March 2023. As the differences between the parties could not be reconciled, they have agreed for divorce by mutual consent. Hence, we are of the view that this is a fit case to exercise jurisdiction of this Court under Article 142 of the Constitution of India to dissolve the marriage. Accordingly, we pass the following order:

i. The marriage solemnized between the petitioner-Shikha Banyal and the respondent-Akashmani Singh on 24th May, 2021, is hereby dissolved by a decree of divorce by mutual consent under Section 13-B of the Hindu Marriage Act, 1955;

ii. H.M.A. No.103 of 2023 titled "Akashmani Singh v. Shikha Banyal" pending before the Court of Additional Principal Judge, Family Court at Sarkaghat, Dist. Mandi, Himachal Pradesh stands disposed of.

iii. Criminal Case No.4345 of 2024 arising out of FIR No.112/2023 dated 30.09.2023 lodged under Sections 498A, 406,

504, 506 IPC and Sections 3 & 4 of the Dowry Prohibition Act, 1961 at Police Station Gramin Mahila Thana, Ghaziabad Commissionerate, Uttar Pradesh and all proceedings arising therefrom stand quashed as all disputes between the parties stand settled.

7. A decree be drawn in terms of this order by incorporating the terms of settlement.

8. We record our appreciation for the reasonable stand taken by the parties and their respective learned counsel and the role played by the learned Mediator.

9. The Registry is directed to send copy of this order to the courts concerned to place on the files of the respective cases and consign those to record as disposed of.

10. The Transfer Petition is disposed of accordingly.

.....J.
(J.K.MAHESHWARI)

.....J.
(RAJESH BINDAL)

New Delhi
July 09, 2024.