

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 1304 OF 2024

SANJAY KUMAR SINGH

PETITIONER(S)

VERSUS

ARDIJA SINGH

RESPONDENT(S)

O R D E R

The present case has a chequered history. Initially by order dated 20.02.2025, the matter had been disposed of by allowing the transfer as was prayed in the petition. However, the said order was recalled as learned counsel for the parties had represented before the Court that in fact the petition has been dismissed by the oral order passed in the Court but the Record of Proceeding showed that the prayer had been allowed. In view thereof by order dated 17.03.2025 in Miscellaneous Application in Diary No.11670 of 2025, we had recalled the initial order recorded in the case.

2. Thereafter, both the parties have jointly filed I.A. No.123007 of 2025 bringing on record the settlement between them and had made prayer to dispose of the case in such terms of the agreement and further to invoke our power under Article 142 of the Constitution of India for granting divorce by mutual consent. Accordingly, the matter has been listed today and taken up.

3. The present transfer petition has been filed by the petitioner-husband seeking transfer of Divorce Petition bearing No. PA-1322/2023, titled "Ardija Singh Vs Sanjay Kumar Singh" pending before the Family Court, Pune, Maharashtra to the Family Court at Guwahati, Assam.

4. The matter is taken out of turn for the reason that we have been informed that the parties, who are physically present today having come from outside Delhi, have settled the matter.

5. The initial draft of settlement did not inspire confidence, but upon reconsideration, the parties have again worked out the terms and finalized the Settlement Agreement with appropriate changes.

6. The said Settlement Agreement has been signed by both the parties on 29.04.2025.

7. For the purpose of convenience, the terms and conditions of the Settlement Agreement dated 29.04.2025, are reproduced below for ready reference:-

" **SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into on this 29th day of April, 2025 at Delhi

-BETWEEN-

Dr.Sanjay Kumar Singh, aged about 38 years, son of Late Lallan Singh residing at- Shreyans Enclave, Flat 1 D, Christian Basti, Guwahati – 781005 (Alternate Address: C/o MVD Health Plus, G. S. Road, Opp. City Central Mall, Guwahati - 781005, Assam) in the district of Kamrup (M) Assam hereinafter called and referred to as the "petitioner" (Husband)

AND

Dr.Ardija Singh, aged about 37 years, daughter of Ramesh Chandra Singh, residing at -Rio: 2103, Aspire Tower 7, Amanora Park Town,Hadapsar, Pune 411028 hereinafter called and referred to as the "Respondent" (Wife).

1. Whereas the Hon'ble Supreme Court vide Order dated 17.03.2025 in Transfer Petition (C) No. 1304 of 2024 has referred the matter to Supreme Court Mediation Centre. Comprehensive mediation sessions were held between the parties and their respective advocates on 03.04.2025 (physical), 09.04.2025, 17.04.2025 (virtually) and today i.e. 29.04.2025, wherein both parties out of their own free will and without any force/coercion or pressure, have settled the above matter as well as given their consent, on the following terms voluntarily, amicably to bring an end to a long pending differences between them and undertake not to re-agitate the same in any manner in future.

2. Whereas the marriage between the Petitioner and Respondent was solemnized as per Hindu rites and ceremonies on 29.11.2017 at Pune, Maharashtra. After marriage parties resided together at Guwahati, Assam and out of wedlock one baby girl Amayra was born on 04.03.2022 at Pune.

3. Both the parties are living separately since 05.08.2022, and thereafter disputes and differences arose between the parties. The Parties have agreed for a mutual divorce and will be filing an appropriate application under Article 142 before the Hon'ble Supreme Court for decree of divorce and quashing of all the respective cases between parties. The mutual divorce is agreed on the following final terms and conditions:

A. There is one issues born out of the said wedlock i.e a daughter "Amayra" (born on 04/03/2022) who is in the custody of the Respondent-Wife and Respondent Wife shall retain exclusive sole custody of the minor daughter "Amayra". The parties agree that the Respondent (Wife) shall have the sole custody of the child. The wife shall have all the rights to take all decisions for the minor daughter with respect to her education, domestic travel, health and financial matters. Petitioner (husband) will not claim any custody in future of the daughter. The Petitioner (Husband) shall have no claim, say, or objection in relation to any decisions made by Respondent wife for the daughter with respect to the aforesaid matters i.e. education, domestic, travel, health and financial matters of the child.

B. That, the respondent wife is not demanding any alimony, and irrevocably waives any and all past, present, and future claims for alimony or maintenance against the petitioner (Husband).

C. That, the Petitioner (Husband) states that the current balance in the Sukanya Samriddhi Yojana account, maintained for the welfare and future education of the minor daughter, stands at Rs.4,97,812 (Rupees Four Lakh Ninety-Seven Thousand Eight Hundred and Twelve only), in which 4.5 lacs is contributed by the petitioner(Husband). The Petitioner

(Husband) shall take steps to transfer the said account from Guwahati to Pune and change the guardian's name from self to respondent (wife) within 15 days from the signing of the present Settlement Agreement. Both parties will Co-operate with each other to get the aforesaid account transferred. Thereafter the Petitioner Husband will hand over all documents with respect to the said account and its control to the Respondent (Wife), who shall henceforth be solely responsible for any future contributions and mandatorily maintain the account by depositing the same amount of Rs. 1,50,000/- (One Lakh and Fifty Thousand Only) every year till the minor attains the age of 15 years. The Petitioner (Husband) shall have no claim, say, or objection in relation to the said account at any point in the future.

Details of the account-

SSY Account No.-55100001156561

IFSC Code -HDFC0000008

Start date-23/12/2022

Maturity date-23/12/2043

D. The Petitioner husband will pay amount of Rs.44,00,000 (Rupees Forty Four Lakhs Only) to the Respondent (wife) for the upbringing and welfare of the child. It shall be for the welfare, maintenance, education and any other expenses for the minor girl child. The Petitioner (Husband) shall pay the amount to the Respondent (wife) vide Demand Draft in the name of Ms. Ardija Singh, to be handed over before this Hon'ble Court on the date of hearing. The Respondent-wife has opened an "Account No. 6111916049, Kotak Mahindra Bank, Magarpatta, Pune-IFSC Code- KKBK0001752", where the said draft will be deposited and the amount will be invested reputed financial instruments. The interest/return on investment will be used for the welfare upbringing of the child.

E. That both the parties will take out a separate medical insurance with a coverage of Rs. 5,00,000/- (Rupees Five Lakh Only) for the daughter till she becomes financially independent. The medical policy and the card details shall be provided to respondent (wife) every year.

F. That the Respondent (Wife) undertakes not to make any future claim for financial assistance from the Petitioner(Husband) ever for herself at any time in the future.

G. That, both the party-Petitioner (Husband) and the Respondent (wife) shall withdraw all the pending cases filed by them in connection with and arising out of present matrimonial disputes as mentioned below:-

a. Divorce petition filed by "Respondent" wife in Family court Pune, at Pune under HMA-13(1)(a), Section-26 along with DV application filed under section 26 of DV Act AW SEC,18, 19, 20,21 and 22 of The PROTECTION OF WOMEN FROM DOMESTIC VIOLENCE ACT bearing Case no. 1322/2023(MHFC120030522023).

b. The parties will cooperate with each other to withdraw the aforesaid cases within one month from the order passed by this Hon'ble Court.

H. The Petitioner (Husband) can make a video call (via Face Time or WhatsApp Video Call) to the minor child on every 2nd and 4th Sunday of every month around 12pm for half an hour, after confirming with mother one day prior through message. The petitioner's mother can join him in the same call (as conference call) if she wishes. The parties will communicate with each other through E-mail and mobile message as mentioned below and in case there is a change in the mobile number or Email ID same shall be updated to the other side. The time can be mutually adjusted/decided between the parties.

PETITIONER (HUSBAND)

Email Id- dr.sanjaysingh46@gmail.com

Mob. No. 9864954254

RESPONDENT (WIFE)

Email Id- doc.ardija@gmail.com

Mob. No. 9167955606

I. The Petitioner (Husband) alongwith his mother and sister may physically meet the minor child once every three months i.e. (January, April, July and October of each year) The Respondent (Wife) shall accompany the child during such visitations. The visit can be planned on the second Sunday of every third month for a duration of five hours during the day time at a time mutually agreed between the parties vide E-mail or whatsapp or message one week prior to such meeting. The meeting shall take place in the city where child is residing at any mutually agreed public place like mall/park. The Petitioner Husband shall not take the child out of the premises of the mall/park. The petitioner (husband) will not enter respondent (wife) house or child's school premises at any time. In case the last place of visit is changed the same will be intimated to the Petitioner- Husband immediately. In case of an emergency or any unavoidable circumstances, either party may request rescheduling of physical visitation by providing at least 15 days' prior notice via email or WhatsApp. The new visitation date shall be fixed by mutual consent within 15 days from the date originally scheduled. The Petitioner (Husband) shall provide the child with a mobile phone and SIM card for communication after the child attains 10 years of age, which will be kept in respondent (wife's) custody. Petitioner-husband will video call once a week for one hour and can meet the child after she attains the age of 10 years every month on the 2nd Sunday for 5 hours there onwards.

J. That both, the Respondent(Wife) and Petitioner (Husband) have surrendered, given up and relinquished all their rights, title and interest in the movable and immovable ancestral/self acquired, present and future property(s) of each other. Both parties agree that they have no claim against each other's movable or immovable assets, whatsoever.

K. Consent and Cooperation of both the parties shall be taken to make an application for making or renewal of the minor child's passport. Both parties agree not to take the child out of the country without the written consent of the other party.

L. These settlement terms will fully and finally conclude all the claims Respondent-wife may have against Petitioner-Husband or any of his family members. Similarly, these settlement terms fully and finally conclude all the claims Petitioner-Husband may have against Respondent-wife including the matter of custody.

M. It is further agreed between the parties that if Hon'ble Supreme Court is pleased to allow application filed by both the parties under Article 142 of Constitution of India then the Respondent-wife shall withdraw divorce petition within one month of passing the order by the Hon'ble Supreme Court.

4. 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.

5. 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.

6. 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.

7. 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.

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

8. We have heard learned counsel appearing for the parties and have also interacted with the parties, who were identified by their respective counsel.

9. Today, both the parties have submitted that the dispute inter se between them has been amicably settled by mutual

consent in terms of the Settlement Agreement dated 29.04.2025.

10. In terms of the Settlement Agreement, a sum of Rs.44,00,000/- (Rupees Forty Four Lakhs), by way of Demand Draft of HDFC Bank bearing No.000563 dated 06.05.2025 in favour of the respondent-wife, has been handed over by the petitioner-husband to the respondent-wife in person in Court today, which has been accepted by her.

11. The parties confirm that all the terms and conditions mentioned in the Settlement Agreement have been complied with and the relevant documents have been handed over by the petitioner-husband to the respondent-wife.

12. Pursuant to the Settlement Agreement, the parties have filed an application i.e., I.A.No.123007/2025 seeking invocation of our power under Article 142 of the Constitution of India, for dissolution of their marriage by mutual consent stating that there is not even any remote chance for their re-union because of the irretrievable breakdown of marital relationship.

13. After hearing learned counsel for the parties, interacting with the parties, and going through the materials on record, we are satisfied that there is no coercion or undue influence and the parties themselves have decided to apply for dissolution of marriage by mutual consent.

14. Accordingly, we are inclined to dispose of the matter in terms of the Settlement Agreement dated 29.04.2025. The

marriage between the parties stands dissolved by mutual consent.

15. However, we make it clear that the minor daughter Amayra born on 04.03.2022 at Pune shall have full right over the properties of her father to which she is in law entitled to being the daughter of the petitioner.

16. As a consequence, the following complaint(s)/proceeding(s) filed by the parties against each other shall stand quashed/closed in terms of the Settlement Agreement:-

(a) Divorce Petition filed by "Respondent" wife in Family Court Pune, at Pune under HMA-13(1)(ia), Section-26 along with DV application filed under section 26 of DV Act AW SEC, 18, 19, 20, 21 and 22 of The Protection of Women from Domestic Violence Act bearing Case no.1322/2023(MHFC120030522023).

(b) Petition for decree of restitution of conjugal rights filed by the petitioner under Section 9 of the Hindu Marriage Act, 1955 bearing F.C.(Civil) Case NO.967 of 2023 titled "Dr. Sanjay Kumar Singh vs. Dr. Ardija Singh" pending before the Principal Judge, Family Court, at Guwahati, Assam.

(c) Complaint dated 24.04.2023 made by the petitioner to the O.C. Dispur Police Station, Guwahati against the respondent.

17. Registry is directed to draw a decree of divorce in terms of this order and the Settlement Agreement.

18. Office is directed to send a copy of this order to the

concerned Courts, before which the cases/complaints/proceedings, are pending. The parties shall also approach the concerned Courts in this regard.

19. The present Transfer Petition as also the Interlocutory Application bearing No.123007 of 2025, shall stand disposed of accordingly.

20. The Court observes that the parties shall strictly comply with the terms and conditions of the Settlement Agreement as recorded hereinabove.

21. Pending application(s), if any, shall also stand disposed of.

.....J.
(AHSANUDDIN AMANULLAH)

.....J.
(S.V.N. BHATTI)

NEW DELHI
31st JULY, 2025

ITEM NO.9

COURT NO.14

SECTION IX

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). 1304/2024

SANJAY KUMAR SINGH

PETITIONER(S)

VERSUS

ARDIJA SINGH

RESPONDENT(S)

[MEDIATION REPORT RECEIVED]

IA No. 123007/2025 - APPLN. UNDER SEC 142 OF THE CONSTITUTION R/W
SEC 13B OF H.M.A.)

Date : 31-07-2025 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH
HON'BLE MR. JUSTICE S.V.N. BHATTIFor Petitioner(s) Mr. Avijit Roy, AOR
Mr. Kanhaiya Lal Gupta, Adv.
Mr. Sanjay Kumar Singh, Adv.For Respondent(s) Mr. Abhay Anand Jena, AOR
Mr. Ardiya Singh, Adv.UPON hearing the counsel the Court made the following
O R D E R

The Transfer Petition as also the Interlocutory Application bearing No.123007 of 2025, shall stand disposed of in terms of signed order.

Pending application(s), if any, shall stand disposed of.

(VARSHA MENDIRATTA)
COURT MASTER (SH)(ANJALI PANWAR)
COURT MASTER (NSH)

(Signed order is placed on the file)