

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

Transfer Petition(Civil) No.2459/2024

SANDHYA ASHISH LOHAR

Petitioner(s)

VERSUS

ASHISH DHANSING LOHAR

Respondent(s)

O R D E R

1. We are informed by the learned counsel appearing for the parties that their clients have been able to resolve the dispute before the Supreme Court Mediation Centre.

2. The Settlement Agreement dated 19-6-2025 has been reduced into writing duly signed by the parties, their respective counsel and the learned Mediator, Supreme Court Mediation Centre.

"SETTLEMENT AGREEMENT"

This Settlement Agreement is entered into on 19<sup>th</sup> day of June, year 2025 between Smt. Sandhya W/o Ashish Lohar, D/o Shri Manoj Pardeshi (hereinafter referred as Petitioner / wife) AND Sh. Ashish Dhansing Lohar., S/o Dhansing Lohar (hereinafter referred as Respondent/ husband).

1. The marriage, between the Petitioner and Respondent herein, was solemnized as per Hindu rites and customs on 04.5.2021 at Aurangabad, Maharashtra. There is no child/issue born from aforesaid marital relationship. Both the parties resided together as husband and wife up to 30.07.2021. Thereafter, the disputes and differences arose between the parties hereto and thereafter they have been living separately.

2. That vide order dated 21.02.2025 passed by HON'BLE MR. JUSTICE J.B. PARDIWALA And HON'BLE MR. JUSTICE R. MAHADEVAN, this matter has been referred to Supreme Court Mediation Centre.

3. the list of cases pending between the parties before different Courts is as under:-

A. Case Pending at Aurangabad, State of Maharashtra

i) The Petition no. E 127 of 2023 for maintenance pending in the Court of, Principal Judge Family Court Aurangabad, District Court, Aurangabad titled as "Sandhya Ashish Lohar Vs Ashish Dhansing Lohar" filed by the Petitioner under

section 125 Cr.P.C.

- ii) The Petition no. PWDVA Appli. 328 of 2023 pending in the Court of, 8<sup>th</sup> Judicial Magistrate F.C. Aurangabad, District Court, Aurangabad titled as "Sandhya Ashish Lohar Vs Ashish Dhansing Lohar" filed by the Petitioner Under Protection of Women from Domestic Violence Act 2005.
- iii) Cr. M.A. 518 of 2024 pending Before 8<sup>th</sup> Judicial magistrate First Class Aurangabad, Maharashtra. Titled "Sandhya Ashish Lohar Vs Ashish Dhansing Lohar" filed by Petitioner under 498A IPC, alongwith Police Complaint(s) / FIR filed in this regard, if any.

(A1) Case Pending at Surat, State Gujarat

Case no. FSUIT/834/2023 pending in the Principal Judge Family Court at Surat, Gujarat under section 9 of HMA for restitution of Conjugal rights Titled as " Ashish Dhansing Lohar Vs Sandhya Ashish Lohar".

- 2. That comprehensive mediation sessions were held with the parties on different dates including on 19.6.2025 and parties have entered into a final settlement / agreement today on 19.6.2025 on the following terms & conditions.
- 2A. That the parties have decided to seek dissolution of marriage by decree of divorce by mutual consent in terms of Section 13(B) of Hindu Marriage Act, 1955.

The parties have agreed to request Hon'ble Supreme Court of India to exercise the power under Article 142 of the Constitution of India to grant divorce on the terms mentioned in this agreement. Should this Hon'ble Court be pleased to decline the request, the parties have agreed to apply to the Family Court, Aurangabad, Maharashtra for dissolution of marriage by decree of divorce by mutual consent on terms set out in this agreement. In that eventuality, the parties agree to file First Motion within two weeks from the date of the order of this Hon'ble Court on the Application moved by the parties and the second motion within period of two weeks of the expiry of statutory period of six months intervening between the two motions. It is agreed by the parties that they will jointly move application before the concerned Family Court, Aurangabad, Maharashtra seeking waiver of the said statutory period of six months and will, if such application is allowed, move the Second Motion within a period of two weeks from the date of such application being allowed.

- 2B. The Respondent-husband has agreed to pay total Rs. 3,70,983/- (Rupees Three Lakhs and Seventy Thousands and Nine Hundred Eighty three Only after adjusting half value of gold article) to the Petitioner towards one time full and final settlement of all her claims towards alimony, maintenance (past, present and future), belongings and any other claim whatsoever.

- 2C. Both the parties undertake that, henceforth they would not interfere in the life of each other by any means and would not file any civil/criminal complaint or any case against each other or their family members with regard to the present matrimonial alliance and regarding issues settled by this settlement agreement. Both the parties also undertake to withdraw any other pending cases, if any, which have been filed against each other and/or their respective families.
- 2D. It is further agreed by both parties that none of parties shall take any coercive action against each other before or after the withdrawal of the above said cases.
- 2E. By signing this 'Settlement Agreement' the parties hereto solemnly state and affirm that as on today they have no claims or demands against each other and all the pending disputes and differences have been amicably settled by the parties hereto through the process of Mediation.
- 2F. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above-mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.
- 2G. Both the parties have agreed that all pending cases mentioned hereinabove in para-1 of the present settlement filed by the concerned parties against each other along with other cases, if any, before any court of law or any other forum and the parties would take all necessary steps for withdrawal of the same.
- 2H. In case of violation of any terms of this settlement agreement by any party, then parties violating will return benefits and case will be treated as status quo ante.
4. In view of the terms of this settlement-agreement, both the parties undertake to withdraw/quash all above- mentioned pending cases within Six weeks from the date of agreement.
5. That, both the parties hereto confirm and declare that they have, voluntarily and of their own free will have decided and arrived at this Settlement in the presence of the Mediator, the counsel for the petitioner and Counsel for the Respondent.
6. STEPS TO BE TAKEN BY PARTIES:
- i. Both the parties agree that at time of signing this settlement agreement Petitioner wife will receive first instalment of agreed compensation. Within a seven days Parties will move an application of withdrawal of pending case along with copy of the present settlement agreement before the family court Aurangabad and Surat further will take appropriate steps for quashing criminal proceeding before appropriate Concerned Courts.
  - ii. Both the parties agree that on 10<sup>th</sup> July 2025 or not later than 23 days from the date of signing this settlement agreement petitioner wife will receive second instalment and on receiving Second

instalment and from the date of receipt of second instalment within one week both parties will move an application before Hon'ble Supreme Court requesting for decree of dissolution of marriage between both parties by exercising its power under Article 142 of constitution of India. Should the Hon'ble Supreme Court be pleased to decline the request of parties, both the parties agreed to approach the concerned court with Joint application for dissolution of marriage by mutual consent.

- iii. Both the parties agree that after the filing of application for dissolution of marriage by mutual consent before or on the date of passing of order of dissolution of marriage petitioner wife will receive third instalment and respondent Husband will present proof, of payment of all instalments to petitioner wife and order of withdrawal of pending case at Aurangabad and Surat, before the Hon'ble Supreme Court or before the Family Court concerned recording statement of parties and granting final decree of divorce as the case may be.

7. PAYMENT SCHEDULE:

- (i) That the respondent Husband has informed that belongings of petitioner wife in form of Jewelry (stridhan) have been handed over to petitioner wife on 19.6.25. A copy of receipt of delivery of articles dated 19.6.25 is annexed herein as Annexure A. Petitioner wife confirms the receiving of articles/ Jewelry.
- (ii) That as First installment Rs. 1,00,000/- (Rupees one Lakh Only), Respondent husband has informed that he handed over a Demand Draft of Rs. 1,00,000/- (one Lakh) to Petitioner wife on 19<sup>th</sup> June 2025 and Petitioner wife confirms the receipt of above said Demand Draft. The above- mentioned Demand Draft has D.D. no 410704 dated 9.5.2025 of Rs 1,00,000/- (Rupees one Lakh Only) issued by City Light Surat Branch of Bank Of Maharashtra, in favour of "SANDHYA MANOJ PARDESHI".
- (iii) The Second installment of Rs. 1,00,000/- (Rupees one Lakh Only), Respondent-husband shall pay to the Petitioner-wife by way of bank transfer or draft in the name of the Petitioner-wife on or before filing of joint application for dissolution of marriage. If Payment is by bank transfer it shall be made by Respondent husband to Petitioner-wife in her bank account maintained at IDBI Bank branch at Vidhya Nagar, Aurangabad having A/c no. 0076104000689946, IFSC Code: IBKL0000076, MICR Code: 431259002, in name of "SANDHYA MANOJ PARDESHI".
- (iv) The Third instalment of Rs. 1,70,983,- (Rupees One Lakh seventy thousand nine hundred eighty three Only), Respondent-husband shall pay to the Petitioner-wife by way of bank transfer or draft in the name of the Petitioner-wife before the order of dissolution of marriage / decree of divorce.

8. That both the parties have gone through the details of the aforesaid terms of settlement agreement and have understood the same.

9. That the parties are accordingly signing this settlement agreement in presence of the following persons, to authenticate their will to comply the same as agreed above.”
3. The parties are directed to abide by the terms and conditions of the settlement.
4. In terms of the said settlement, a demand draft of the amount of Rs.1,70,983/- drawn in favour of the petitioner - wife, which is being handed-over in the open Court today by the learned counsel appearing for the respondent - husband to the learned counsel appearing for the petitioner - wife.
5. In terms of the said settlement, the marriage between the parties stands dissolved in exercise of our jurisdiction under Article 142 of the Constitution.
6. The Registry shall draw a decree accordingly in terms of the settlement.
7. The original Agreement of Settlement shall be kept with the record of the case.
8. All proceedings between the parties, civil and criminal stand terminate.
9. The Transfer Petition stands disposed of accordingly.
10. Pending application, if any, stand disposed of

.....J  
(J.B. PARDIWALA)

.....J  
(R. MAHADEVAN)

NEW DELHI  
12TH AUGUST, 2025.

ITEM NO.2

COURT NO.7

SECTION III

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(Civil) No.2459/2024

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VERSUS

ASHISH DHANSING LOHAR

Respondent(s)

[MEDIATION REPORT RECEIVED]

(IA No. 207878/2024 - EX-PARTE STAY, IA No. 247952/2024 - EXEMPTION FROM FILING O.T. & IA No. 207890/2024 - EXEMPTION FROM FILING O.T.)

Date : 12-08-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA  
HON'BLE MR. JUSTICE R. MAHADEVAN

For Petitioner(s) :

Mr. Chand Qureshi, AOR  
Mr. Mujahid Ahmad, Adv.  
Mr. Raj Kumar Yadav, Adv.  
Mr. Rahul Mohod, Adv.  
Mr. Sanjay Gyan, Adv.  
Mr. Md.imran Siddiqui, Adv.  
Mr. Chandan Kumar Mandal, Adv.  
Mr. Vijay Kumar, Adv.  
Mr. Mohd Tauheed, Adv.

For Respondent(s) :

Mr. Aakash Gakhar, Adv.  
Ms. Harsh Lata, AOR  
Mr. Jugal Bharat Chauhan, Adv.  
Mr. Bharat S. Chauhan, Adv.  
Mr. Achin Sondhi, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

1. The Transfer Petition stands disposed of, in terms of the signed order .
2. All pending application also stand disposed of

(VISHAL ANAND)  
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)  
COURT MASTER (NSH)

(Signed Order is placed on the file)