

IN THE SUPREME COURT OF INDIA
CIVIL/CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRIMINAL) NOS. 413-417 OF 2025

UDITI WADHWA SURI

Petitioner(s)

VERSUS

ABHISHEK SURI & ORS. ETC.

Respondent(s)

WITH

TRANSFER PETITION (C) NOS. 1414-1415 OF 2025

O R D E R

1. The petitioner has filed these petitions seeking transfer of the cases, details of which are as under:

T.P. (Crl.) No. 413-417 of 2025

"Direct the transfer of the following cases namely (i) CT Case No. 2165/2023 titled Udit Wadhwa Suri v. Abhishek Suri & Ors. sub-judice before Ld. MM(Mahila Court), SED, Saket, Delhi to Ld. MM(Mahila Court), Kanpur; (ii) CT Case No. 2088/2023 titled Bindu Suri v. Udit Wadhwa & Anr., sub-judice before Ld. MM(Mahila Court), SED, Saket, Delhi to Ld. MM(Mahila Court), Kanpur; (iii) Cr. Case No. 380/2025 sub-judice before the Ld. MM,S-E Saket Court to Ld. MM, Kanpur; (iv) Crl. Misc No. 47814/2024 sub-judice before the Ld. MM,S-E Saket Court to Ld. MM, Kanpur (v) MT Case No. 12/2025 titled Udit Wadhwa v. Abhishek Suri sub-judice before the Ld. Family Court, S-E, Saket Court to Ld. Family Court, Kanpur;"

T.P. (C) NOS. 1414-1415 OF 2025

"Direct the transfer of the following cases namely (i) HMA No. 2047/2024 titled Abhishek Suri v. Udit Wadhwa sub-judice before the Ld. Family Court, S-E, Saket Court to Ld. Family Court, Kanpur; (ii) Cont. Case (C) No. 1735/2023 titled Udit Wadhwa Suri v. Abhishek Suri & Ors., sub-judice

the Hon'ble High Court of Delhi to Hon'ble High Court of Judicature at Allahabad;"

2. During the pendency of aforesaid transfer petitions, the parties were referred to the Supreme Court Mediation Centre vide order dated 10.12.2025. By virtue of the mediation, the parties have arrived at a settlement and they have decided to part ways on certain terms and conditions which are delineated in the settlement agreement dated 12.01.2026 which has been signed by both the parties, their respective counsel and the Mediator, copy of which has been filed by the Supreme Court Mediation Centre.

3. The terms and conditions and the relevant paragraphs as set out in Settlement Agreement dated 12.01.2026 are as under:

"SETTLEMENT AGREEMENT

For Petitioner wife and family: Uditì Wadhwa Suri (Petitioner) with Ashima Mandla, AOR and Mandakini Singh, Advocate, and Sh. Krishan Kumar Wadhwa (father of petitioner).

For Respondents: Mr. Abhishek Suri (husband) with Sh. Rahul Kumar, Advocate, Dr. Bindu Suri (mother of the husband), Sanjay Suri with Ms. Bahuli Sharma, Advocate.

That Mrs. Uditì Wadhwa Suri, w/o Abhishek Suri and daughter of Sh. Krishan Kumar Wadhwa hereinafter referred as "wife-first party"). resident of C-33, Sarvodaya Nagar, Kanpur, Uttar Pradesh and, Sh. Krishan Kumar Wadhwa, s/o Om Prakash Wadhwa (father of wife-first party); Alka Wadhwa, w/o Sh. Krishan Kumar Wadhwa (mother of wife first party), Nidhi Wadhwa, d/o Krishan Kumar Wadhwa (sister of wife first party), Priyanka Wadhwa, d/o Sh. Krishan Kumar Wadhwa (sister of wife first party) all residents of C-33, Sarvodaya Nagar, Kanpur, Uttar Pradesh (hereinafter referred to as "First Party"].

AND

Sh. Abhishek Suri, s/o Sh. Sanjay Suri (hereinafter referred as "husband second party"), and Dr. Bindu Suri, w/o Sh. Sanjay Suri (mother of husband-second party), Sanjay Suri, s/o Vishwa Mitter Suri (father of husband second party) all residents of N-26, Greater Kailash -1, Delhi. 110048 [hereinafter referred to as "Second Party"]

WHEREAS

1. The Wife-First Party Ms. Udit Wadhwa Suri was married to Abhishek Suri Husband-Second Party on 06.05.2023. Unfortunately, differences between the party arose and several litigations were filed before various Courts (details given in Para 6 herein below).

2. There is no child born out of the wedlock.

3. That the Hon'ble Supreme Court of India in the above petitions vide order dt. 10.12.2025 referred the Parties again to mediation to resolve their dispute amicably.

4. That the Supreme Court Mediation Centre appointed Sh. Jitendra Mohan Sharma, Senior Advocate as Mediator.

5. Extensive Mediation sessions were held with the Parties jointly as well as separately through virtual mode on 19.12.2025, 22.12.2025, 23.12.2025, 02.01.2026, 03.01.2026, 05.01.2026, 06.01.2026, 07.01.2026 and 08.01.2026.

6. The Parties arrived at an amicable settlement on the following terms :

A. That the marriage between Wife-first party Ms. Udit Wadhwa Suri and Husband-Second Party Sh. Abhishek Suri solemnised on 06.05.2023 stands dissolved by way of a mutual consent. The parties agree that they would request jointly to this Hon'ble Court to dissolve the marriage in exercise of jurisdiction under Article 142 of the Constitution of India for doing complete justice between the Parties.

B. That the Husband-Second Party has agreed to provide Lumpsum one-time alimony towards past, present and future maintenance or any other claim related to and arising out of this matrimony totalling a sum of INR 2 crores. The amount shall be paid in the following manner:

i. A sum of INR 50,00,000/- (INR Fifty Lacs Only) by way of a Demand Draft in the name of Udit Wadhwa Suri at the time of signing of this settlement.

ii. The remaining amount of INR 1,50,00,000/- (INR One Crore Fifty Lacs) shall be paid before the Hon'ble Court at the time of passing the final order including quashing/withdrawing of cases and grant of decree of divorce by mutual consent within a period of 3 months, in view of this Settlement.

iii. The parties are having following cases pending before different Courts. shall all be They quashed/withdrawn/settled in view of this Settlement

a. H.M.A. No. 2047 of 2024 pending before Family Court, Saket S-E Court, New Delhi titled Abhishek Suri vs. Udit Wadhwa under the Hindu Marriage Act, 1955 be decided by grant of divorce by mutual consent.

b. Criminal Case No. 5941 of 2025 titled as State of GNCT of Delhi vs. Abhishek Suri & Ors. under Section 498A, 406, 509, 34 IPC 1860 at P.S. Greater Kailash-1 will be quashed.

c. C.T. Case No. 2165 of 2023 pending before Metropolitan Magistrate, Saket South-East, Delhi titled as Udit Wadhwa Suri vs. Abhishek Suri & Ors. under Section 12 of the Protection of Women from Domestic Violence Act, 2005. This Petition shall be deemed to be withdrawn/disposed in view of this Settlement.

d. M.T. Case No. 12 of 2025 titled as Udit Wadhwa Suri vs. Abhishek Suri under Section 125, C.r.P.C. 1973 read with S.144 of BNSS 2023. This case shall deemed to be disposed-off in view of this Settlement.

e. Contempt Petition No. 1825 of 2025 pending before the High Court of Delhi titled Udit Wadhwa Suri vs Bindu Suri for contempt of Court order dt. 19.03.2025 passed by the High Court in M.C. No. 1415 of 2024. This Contempt Petition shall be disposed-off in view of this Settlement.

f. C.C. No. 380 of 2025 pending before Metropolitan Magistrate (Mahila Court), Saket, New Delhi under Sections 354, 323, 506, 509, 120-B IPC 1860 arising out of FIR No. 129 of 2024, P.S. Greater Kailash I titled as State of GNCTD vs. Udit Wadhwa & Ors. This Case be deemed to be quashed in view of this Settlement.

g. C.T. Case No. 2088 of 2023 pending before Metropolitan Magistrate, Saket S-E, Delhi Bindu Suri vs Udit Wadhwa under Section 12 of the Protection of Women from Domestic Violence Act, 2005. This Petition shall be deemed to be withdrawn/disposed in view of this Settlement.

h. Complaint Case No. 1920 of 2024 pending before Chief Metropolitan Magistrate, S-E Saket Court Delhi titled as Dr. Bindu Suri vs. Krishan Kumar Wadhwa & Ors. under Sections 384, 388, 417, 506 and 120B IPC 1860. In view of this Settlement this case shall be deemed to be withdrawn/quashed.

C. In view of this Settlement there is no pending claim/lien or any benefit against the other party. The parties undertake that they will not interfere in each other's life in future after signing of this Settlement, either by print media, digital or social media, or would claim/initiate any proceedings in any Court of Law for compensation, or defamation or otherwise.

D. That this Agreement shall be binding between the Parties from the date of execution of this Agreement between the Parties.

E. That the Parties mutually agree and adopt the terms and conditions of this Agreement and shall take steps to implement and execute the terms and conditions of this Agreement.

F. That the recitals to this Agreement form an integral part of this Agreement, and that the present Agreement is executed in duplicate, and each Party shall retain one original copy, and that this Agreement shall be binding between the Parties from the date of execution of this Agreement.

G. That with the execution of this Agreement, the Parties hereby unconditionally and unequivocally agrees to remain bound by the terms of this Agreement and further the both the parties undertake not to raise any future claim, dispute, demand, object or concern with regard to the subject matter of this Agreement.

H. This Agreement is solely for the benefit of the Parties hereto, and no other person or entity shall have any right hereunder. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs,

successors and assigns.

I. The parties have been able to arrive at this settlement out of their own free will and without any force/coercion or pressure on the following terms entered into voluntarily and amicably to bring to an end their long pending differences and undertake not to re-agitate the same in any manner in future.

J. The parties have been able to arrive at this settlement out of their own free will and without any force/coercion or pressure on the following terms entered into voluntarily and amicably to bring to an end their long pending differences and undertake not to re-agitate the same in any manner in future.

K. This Agreement shall be subject to the laws of India.

IN WITNESS WHEREOF, the Parties have set and subscribed their hands to this AGREEMENT on the 12th day of January 2026."

4. We have taken the Settlement Agreement dated 12.01.2026 on record.

5. In terms of the Settlement Agreement, learned counsel for the respondent - husband has handed over three Demand Drafts for a total sum of Rs. 1,50,00,000/- (Rs. One Crore and Fifty Lacs) to learned counsel for the petitioner - wife, which has been duly acknowledged. The details of the Demand Drafts are given below :-

S.No.	Demand Draft No. and Bank Name	In the name of	Amount (Rs.)
1	502070, ICICI Bank	Uditi Wadhwa	50,00,000/-
2	502078, ICICI Bank	Uditi Wadhwa	50,00,000/-
3	502079, ICICI Bank	Uditi Wadhwa	50,00,000/-
	TOTAL		1,50,00,000/-

6. Having considered the matter in detail and having perused the Settlement Agreement, we are of the view that this is a fit case for exercising power under Article 142 of the Constitution of India to dissolve the marriage between the parties. Consequently, the marriage between the parties which was solemnized on 06.05.2023 stands dissolved by a decree of divorce by mutual consent.

7. We further direct that the following cases pending between the parties before the courts below stand disposed of in terms of the consent terms recorded in our order :

"a. H.M.A. No. 2047 of 2024 pending before Family Court, Saket S-E Court, New Delhi titled **Abhishek Suri vs. Udit Wadhwa** under the Hindu Marriage Act, 1955.

b. Criminal Case No. 5941 of 2025 titled as **State of GNCT of Delhi vs. Abhishek Suri & Ors.** under Section 498A, 406, 509, 34 IPC 1860 at P.S. Greater Kailash-1.

c. C.T. Case No. 2165 of 2023 pending before Metropolitan Magistrate, Saket South-East, Delhi titled as **Udit Wadhwa Suri vs. Abhishek Suri & Ors.** under Section 12 of the Protection of Women from Domestic Violence Act, 2005.

d. M.T. Case No. 12 of 2025 titled as **Udit Wadhwa Suri vs. Abhishek Suri** under Section 125, C.r.P.C. 1973 read with S.144 of BNSS 2023.

e. Contempt Petition No. 1825 of 2025 pending before the High Court of Delhi titled **Udit Wadhwa Suri vs Bindu Suri** for contempt of Court order dt. 19.03.2025 passed by the High Court in M.C. No. 1415 of 2024.

f. C.C. No. 380 of 2025 pending before Metropolitan Magistrate (Mahila Court), Saket, New Delhi under Sections 354, 323, 506, 509, 120-B IPC 1860 arising out of FIR No. 129 of 2024, P.S. Greater Kailash I titled as **State of**

GNCTD vs. Uditì Wadhwa & Ors.

g. C.T. Case No. 2088 of 2023 pending before Metropolitan Magistrate, Saket S-E, Delhi Bindu Suri vs Uditì Wadhwa under Section 12 of the Protection of Women from Domestic Violence Act, 2005.

h. Complaint Case No. 1920 of 2024 pending before Chief Metropolitan Magistrate, S-E Saket Court Delhi titled as Dr. Bindu Suri vs. Krishan Kumar Wadhwa & Ors. under Sections 384, 388, 417, 506 and 120B IPC 1860."

8. Copy of this order shall be sent to the respective Courts as mentioned in the above Paragraph for follow up action.
9. In view of the above, Transfer Petitions are disposed of. The Registry will draw a decree in the aforesaid terms.
10. It is further directed that the parties shall abide by the terms of this settlement implicitly.
11. Pending applications(s), if any, are disposed of.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[VIJAY BISHNOI]

NEW DELHI;
JANUARY 28, 2026

ITEM NO.2

COURT NO.6

SECTION II-D

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Criminal) No(s). 413-417/2025

UDITI WADHWA SURI

Petitioner(s)

VERSUS

ABHISHEK SURI & ORS.

Respondent(s)

IA No. 119630/2025 - EX-PARTE STAY

IA No. 163376/2025 - PERMISSION TO FILE ADDITIONAL
 DOCUMENTS/FACTS/ANNEXURES

WITH

T.P.(C) No. 1414-1415/2025 (XIV)

IA No. 122454/2025 - EX-PARTE STAY

Date : 28-01-2026 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
 HON'BLE MR. JUSTICE VIJAY BISHNOI

For Petitioner(s) : Ms. Ashima Mandla, AOR
 Ms. Mandakini Singh, Adv.
 Mr. Mohd. Faiz, Adv.

For Respondent(s) : Mr. Rahul Kumar, Adv.
 Mr. Debmalya Ganguli, Adv.
 Ms. Alisha Roy, Adv.
 Mr. Chanchal Kumar Ganguli, AOR

Ms. Bahuli Sharma, Adv.
 Ms. Ridhi Arora, Adv.
 Mr. Gopal Singh, AOR

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

1. The Transfer Petitions are disposed of in terms of the signed order.
2. Pending interlocutory application(s), if any, is/are disposed of.

(JAYANT KUMAR ARORA)
 ASTT. REGISTRAR-cum-PS

(NIDHI WASON)
 ASSISTANT REGISTRAR

(Signed order is placed on the file)