

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

Transfer Petition (Civil) No.405/2025

EKTA BHATNAGAR

Petitioner(s)

VERSUS

ASHUTOSH BHATNAGAR

Respondent(s)

O R D E R

1. Exemption Application is allowed.
2. 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.
3. The Settlement Agreement dated 18-06-2025 has been reduced into writing duly signed by the parties, their respective counsel and the learned Mediator, Supreme Court Mediation Centre.
4. The terms of the Settlement read thus:-

"SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is executed on this 18th June, 2025 at New Delhi between:-

Smt. Ekta Bhatnagar D/o Sh. Ravi Kumar Bhatnagar R/o Smt Vidya Devi School, Gandhi Puram, Nikat Ashrey Greh, Ramleela Gotiya, Thana Prem Nagar, Barielly, UP-243122 hereinafter referred to as "First Party".

AND

Mr. Ashutosh Bhatnagar S/o Sh. Pradeep Kumar Bhatnagar R/o B-1/29, Sudarshana Nagar, Pawanpuri, Bikaner, Rajasthan-334003 hereinafter referred to as "Second Party".

The First Party and the Second Party are hereinafter collectively referred to as the "Parties".

WHEREAS a marriage between the FIRST PARTY and SECOND PARTY was solemnized on 10.02.2012 according to Hindu rites and ceremonies at Bikaner, Rajasthan. The parties to the marriage are governed by the Hindu Marriage Act, 1955.

AND WHEREAS the Parties had thereafter stayed together as husband and wife till about December, 2015, whereafter marital disputes had arisen between them;

AND WHEREAS one daughter namely Ms. Hitanshi Bhatnagar was born on 17.01.2014 from the said wedlock between the parties during their cohabitation with each other and the daughter is living with the petitioner herein and studying in class VIIth;

AND WHEREAS the Second Party had thereafter instituted Matrimonial Petition bearing Family Main Case No. 499 of 2024 filed before the Ld Principal Judge, Family Court, Bikaner, Rajasthan, under Section 13 of the Hindu Marriage Act, 1955 seeking divorce from the First Party;

AND WHEREAS the First Party had then instituted Transfer Petition (Civil) No. 405 of 2025 before the Hon'ble Supreme Court of India seeking transfer of matrimonial petition Family Main Case No. 499 of 2024 for Divorce instituted by the Second Party from the Ld Principal Judge, Family Court, Bikaner, Rajasthan to the Ld Principal Judge, Family Court, Bareilly, UP.

AND WHEREAS during the hearing of the above cited Transfer Petition, the parties were referred to mediation by the Hon'ble Supreme Court vide its Order dated 15.04.2025. Thereafter mediation proceedings were held on 02.5.2025, 14.05.2025 and 29.05.2025 through virtual as well as physical mode and today i.e. 18.06.2025 through physical mode and after discussions and negotiations held between the parties and their family members during the mediation proceedings, the parties have arrived at an amicable settlement wherein the parties have agreed to settle all their matrimonial disputes on the following terms:-

1. That the Parties agree that the marriage between them has irretrievably broken down due to irreconcilable differences and that it shall not be possible for them to stay together as husband and wife. The Parties agree that they should part their ways amicably by seeking a decree of divorce by mutual consent.

2. That in consideration of the above, the SECOND PARTY agrees to pay a lump sum amount of Rs.16,00,000/- (Rupees Sixteen Lakhs Only) in a single installment as a full and final settlement to the FIRST PARTY and her minor daughter regarding all her claims past, present and future arising out of such marriage, including Alimony, Maintenance, Streedhan etc on or before the date of final disposal of the captioned matter either through Demand Draft or may transfer directly into the account of the FIRST PARTY. (Hereinafter referred to as the "Settlement Amount").

3. That the SECOND PARTY is further agreed to handover the original documents of all 3 LIC Policies bearing number 504246302, for sum assured of Rs. 1,00,000.00 kept in the name of FIRST PARTY Ms Ekta Bhatnagar and Policy Number 119212268 for sum assurance of Rs. 50,000.00 in the name of minor daughter Ms. Hitanshi Bhatnagar and Policy Number 504299549 for sum assurance of Rs. 1,00,000.00 in the name of minor daughter Ms. Hitanshi Bhatnagar respectively. It is further agreed by the SECOND PARTY to give Rs. 92,000/- to the FIRST PARTY so that the FIRST PARTY may pay the further due installments on her own till the maturity of the said policies. It is important to mention here that all the original documents of the above said three LIC policies shall be handed over and Rs. 92,000/- shall be paid to the FIRST PARTY by the SECOND PARTY at the time of final disposal of the captioned matter in addition to settlement amount of Rs. 16 lakhs as mentioned above.

4. That the SECOND PARTY is also agreed to return all the house-hold items as per the list provided by the FIRST PARTY along with an ALTO Car bearing No. UP25AP9491 and the SECOND PARTY is also agreed to pay the transport expenses of all the house-hold items and PETROL for Car from his house to the Parent's house of the FIRST PARTY i.e. from Bikaner, Rajasthan to Bareilly, UP. The list of the above-said house-hold items is annexed with the present SETTLEMENT DEED as List-A. It is important to mention here that as per list of List-A, all the house-hold items have already been handed over by the SECOND PARTY to the FIRST PARTY vide dated 14.06.2025.

5. That the SECOND PARTY is also agreed to return two saving accounts passbook in the name of the FIRST PARTY bearing Nos. 51116132596 and 34281083552 in SBI at Bikaner. It is important to mention here that both the saving accounts passbooks have been handed over to the FIRST PARTY during the mediation proceedings today itself i.e. 18.06.2025 at the Mediation Centre before signing of the present SETTLEMENT DEED.

6. That the SECOND PARTY is also agreed to return all the jewellery items as per list provided by the FIRST PARTY. It is important to mention here that all the jewellery items have been handed over to the FIRST PARTY during the mediation proceedings today itself i.e. 18.06.2025 at the Mediation Centre before signing of the present SETTLEMENT DEED. The list of the above-said jewellery items is annexed with the present SETTLEMENT DEED as List-B.

7. That the SECOND PARTY has the visitation rights to meet with the daughter once in a month and call/video calls on every SUNDAY with the prior intimation to the FIRST PARTY.

8. That it is also agreed First Party shall have the sole and exclusive care, control, and custody of the minor child. Second Party has voluntarily and unequivocally relinquished and waived all rights to sign or grant consent as the father of the said minor child in relation to any authorization, documentation, legal permits, passport issuance or renewal, educational

admissions (including but not limited to school and college), and any other matter necessary for or incidental to the welfare and best interest of the minor child.

9. That both the parties will withdraw their following cases
- a. HMA Petition Family Main Case No. 499 of 2024 titled as Ashutosh Bhatnagar vs Ekta Bhatnagar pending before the Court of Principal Judge, Family Court, Bikaner, Rajasthan filed by the SECOND PARTY.
 - b. Criminal Revision Defective (CRLRD) No. 922 of 2019 titled as Ekta Bhatnagar & Anr vs State of UP & Anr pending before the Hon'ble High Court of Judicature at Allahabad filed by the FIRST PARTY.
 - c. CrI. Misc. Case No. 925 of 2023 U/S 125 (3) CrPC pending before the Court of Addl Principal Judge Family Court No. 2 Bareilly, UP filed by the FIRST PARTY.
 - d. CrI. Misc. Case No. 461 of 2020 U/S 125 (3) CrPC pending before the Court of Addl Principal Judge Family Court No. 2 Bareilly, UP filed by the FIRST PARTY.
 - e. Case Crime No. 416 of 2022, FIR-123/2018 U/S 498A/323/504/506 IPC r/w $\frac{3}{4}$ DP Act pending before the Court of Judicial Magistrate-I, Bareilly, UP filed by the FIRST PARTY.
 - f. Case No. 335 of 2017 under DV Act pending before the Court of ACJM No. 3, Bareilly, UP filed by the FIRST PARTY
 - g. Any other case, if any, pending between the parties.

10 That the parties shall withdraw their respective cases within eight weeks from the order passed by the Hon'ble Supreme Court of India in the captioned matter OR make a joint request to quash all the cases pending between the parties at the time of disposal of the captioned matter.

11. That in view of the aforesaid, the parties agree to make a joint request before the Hon'ble Supreme Court to accept the present settlement and dissolve their marriage by their consent and grant divorce to them in exercise of its inherent jurisdiction under Article 142 of the Constitution of India at the time of disposal of the captioned Transfer Petition without their approaching any civil court for grant of such divorce by mutual consent and proof of payment of above-said amount of Rs. 16,000,00/- and Rs. 92,000/- will be shown to Hon'ble Court or enclosed with the Application under Article 142 of the

Constitution of India as the case may be.

12 The Parties agree to undertake to the Hon'ble Supreme Court to abide by the present Settlement Agreement.

13. That it is specifically agreed between the Parties that in case the terms and conditions as stipulated in the present Settlement agreement are not complied with by either of the Parties, then either of the Parties shall have the right to revive their respective cases and pursue the same in accordance with law.

14. That it is agreed between the Parties that upon the execution and implementation of the present Settlement Agreement, the First Party will not claim any further amount towards past, present and future, maintenance, compensation, alimony or expenditure, or any other dues from the Second Party.

15. That both the Parties further agree and undertake that they shall have no claim or right qua any immovable or movable properties of the other party or against the family members of the other party whether self-acquired, joint or ancestral under any circumstances now or in future, immediately in view of the present Settlement Agreement.

16. That pursuant to engrossing their signatures on the present Settlement Agreement, the First Party and Second Party shall not interfere in the lives of each other in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members. All allegations made by the Parties against each other or against the family members and friends of either party shall stand withdrawn unequivocally upon signing of the present Settlement Agreement.

17. That it is further agreed between the parties that both parties will not file any civil or criminal case against each other and their family members. Parties shall not file any complaint against each other and their family members whatsoever.

18. That the present Settlement Agreement is effective and enforceable from the date of its execution and acceptance by the Hon'ble Supreme Court and shall remain effective and binding and form part of the decree for mutual consent.

19. That it is agreed between the parties that they will strictly adhere to the terms and conditions of this Settlement and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other and do all acts and sign all relevant documents required for the purposes of obtaining divorce by mutual consent.

20. That both the parties have executed this Settlement Agreement before the Ld. Mediator appointed by the Supreme Court Mediation Centre of their own accord and free will, without perpetration of any force, undue influence or coercion from any quarter, and

both the Parties shall be estopped in law to assail the validity of any clause/term of the Settlement on the ground of the same being void or unlawful. Further, both the Parties have further confirmed and undertaken that they were given sufficient time and opportunity to consult their legal counsels of their choice and it is only after said consultations with the counsels of their choice, after full understanding of the effect of the terms and conditions of the present Settlement Agreement, that the Parties have executed the present Settlement Agreement.

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. The parties are directed to abide by the terms and conditions of the settlement.

6. In terms of the said settlement, a demand draft of the amount of Rs.16,92,000/- 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.

7. In terms of the said settlement, the marriage between the parties stands dissolved in exercise of our jurisdiction under Article 142 of the Constitution.

8. The Registry shall draw a decree accordingly in terms of the settlement.

9. The original Agreement of Settlement shall be kept with the record of the case.

10. All proceedings between the parties, civil and criminal stand terminate.

11. The Transfer Petition stands disposed of accordingly.

12. Pending application, if any, stand disposed of

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

.....J
(R. MAHADEVAN)

NEW DELHI;
24TH JULY, 2025.

ITEM NO.13

COURT NO.9

SECTION XV

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 STransfer Petition(Civil) No.405/2025

EKTA BHATNAGAR

Petitioner(s)

VERSUS

ASHUTOSH BHATNAGAR

Respondent(s)

[MEDIATION REPORT (SETTLEMENT AGREEMENT) RECEIVED]
(IA No. 38040/2025 - EXEMPTION FROM FILING O.T. & IA No. 38039/2025
- STAY APPLICATION)

Date : 24-07-2025 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. Anubhav Pandey, Adv.
Mr. Manu Krishnan G, AOR

For Respondent(s) :

Mr. Ashish Choudhury, AOR
Mr. R D Singh, Adv.
Ms. Divya Tripathi, Adv.
Ms. Prachi Grover, Adv.
Ms. Sulekha Agarwal, Adv.
Mr. Abhishek Arora, Adv.
Mr. Akash Agarwal, 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. Pending application, if any, stand disposed of

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS(POOJA SHARMA)
COURT MASTER (NSH)

(Signed Order is placed on the file)