

**SUPREME COURT OF INDIA****Bench: Justice B.V. Nagarathna and Justice Ujjal Bhuyan****Date of Decision: 10 November 2023**

TRANSFER PETITION (C) NO. 594/2022

I. A. NO. 234137 OF 2023

(Joint application under Article 142 of the Constitution of India.)

**VRUSHALI****Petitioner(s)****VERSUS****DINESH****Respondent(s)****Legislation:**

Section 25 of the Code of Civil Procedure, 1908 (CPC)

Article 142 of the Constitution of India

Domestic Violence Act, 2005

Section 13(1)(1A) and (1B), 13B of the Hindu Marriage Act (HMA)

**Subject:** Transfer of Matrimonial Case and Grant of Mutual Divorce**Headnotes:**

Transfer Petition in Matrimonial Dispute – Settlement and Mutual Divorce – Petition filed under Section 25 CPC for transfer of matrimonial case from Karnataka to Maharashtra. Parties arrive at a settlement during mediation, agreeing to dissolve their marriage via mutual consent under Article 142 of the Constitution. [Para 1-2]

Settlement Terms – Property and Financial Arrangements – Settlement includes various financial terms: ₹7,50,000 payment by wife to husband, handling of local body taxes and CIDCO transfer charges by husband, and arrangements concerning a gold loan and property transfer. [Para 3-4]

Mutual Divorce Decree – Acceptance of Settlement Agreement – Supreme Court accepts the lawful settlement agreement, allowing the application for divorce by mutual consent. Marriage dissolved under Section 13 B (1) of the Hindu Marriage Act, 1955. [Para 5-6]

Disposition – Quashing of Proceedings – All proceedings initiated by the parties against each other quashed, with the terms of the settlement

becoming part of the order. Transfer petition consequently disposed of. [Para 6]

**Referred Cases: None**

**Representing Advocates:**

**For Petitioner(s): Mr. Shailendra Kumar Mishra, Adv., Mr. Sharad Prakash Pandey, Adv., Mr. Vinod Kumar, Adv., Mr. Anil K. Chopra, AOR**

**For Respondent(s): Mr. Amrendra Kumar Mehta, AOR, Mr. Govind Ghogre, Adv.**

## **ORDER**

This is a petition filed under Section 25 of the Code of Civil Procedure, 1908 (for short "CPC") by the petitioner, who is the wife of the respondent.

The petitioner has filed this transfer petition seeking the following reliefs:

"a) Transfer the M.C. No.290 of 2020, titled as Shri Dinesh Vs. Smt. Vrushali filed by the respondent herein from the Learned Family Court, Belagavi, Karnataka to the Ld. Family Court, Bandra, Mumbai, Maharashtra.

b) pass such other or further order or orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of justice."

During the pendency of this petition, the parties were referred to the Supreme Court Mediation Centre in order to explore the possibility of a settlement between them. The Mediation Centre has filed a Settlement Agreement dated 23.02.2023 stating that the parties would separate and seek dissolution of their marriage by a decree of divorce by mutual consent by filing an application under Article 142 of

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the Constitution of India on certain terms and conditions. In the circumstances, the matter has been listed to record the Settlement Agreement and also to pass the decree of divorce by mutual consent.

Learned counsel for the respective parties submitted that the Settlement Agreement as well as the application filed under Article 142 of the Constitution of India, jointly by the parties are on record. In the circumstances, the matter between the parties may be concluded by accepting the Settlement Agreement and granting the decree by divorce by mutual consent.

The petitioner has appeared through Video Conferencing facility while the respondent has appeared in person before the Court. They have been identified by their respective counsel.

When queried, they stated that they have indeed arrived at a settlement and that the settlement would also have to record certain other conditions, as were recorded by this Court on 31.10.2023 and also one or two other conditions of terms of settlement as discussed today. They stated that they would abide by the terms of settlement as the said settlement has been arrived at on their own free volition, without there being any coercion or undue influence from any side.

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In the circumstances, we have taken on record the Settlement Agreement and also perused the joint application filed by the parties under Article 142 of the Constitution of India.

On reading of the Settlement Agreement, it is noted that the cases pending between the parties, namely, M.A. No.66/2022 under Domestic Violence Act, 2005 (filed by the wife) at JMFC, Court, Belapur, Dist. Thane, Maharashtra and Matrimonial Case No. 290/2020 u/S 13(1) (1A) and (1B) of HMA (filed by the husband) pending before Family Court, Belgaum, Karnataka MM-01, shall stand concluded and quashed.

It is also noted that a sum of Rs.7,50,000/-(Rupees seven lakhs and fifty thousand only) has been paid by the petitionerwife to the respondent-

husband on the date, the respondent executed the Gift Deed of the flat, (the details of which are at Clause 3 of the Settlement), in favour of the petitioner-wife. It is also noted under Clause 10 of the Settlement Agreement that “the son will not have any claim in the ancestral or self-owned property of respondent-husband after signing of this Settlement Agreement” shall stand deleted from the terms of the Settlement Agreement. Moreover, the order dated 31.10.2023, which contains certain terms and conditions, reads as under -

“We have heard learned counsel for the respective parties who have drawn our attention to the various terms of the Settlement Agreement. contd..

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It was submitted that in respect of the relinquishment or Gift Deed executed by the respondent herein CIDCO charges have to be paid. Respondent’s counsel submitted that the respondent will take a responsibility of making the said payment. Respondent’s counsel has also acknowledged the payment of Rs.7,50,000/- (Rupees seven lakhs and fifty thousand only) by the petitioner-wife.

Learned counsel for the respondent also submitted that the Local Bodies Taxes and other taxes in respect of both companies 1 shall be paid by the respondent. That respondent also would pay a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) for the release of the jewellery pledged with the Bank. He also submitted that a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) would be paid as regards outstanding housing loan and he would issue the NOC to the Bank for release of the jewellery so that the petitioner could redeem the same.

The aforesaid shall also be read as part and parcel of the Settlement Agreement when the same is recorded on the next date of hearing.

Learned counsel for the respective parties submitted that a joint application under Article 142 of the Constitution shall be filed by the next date of hearing.

Although it is recorded in clause 10 of the Settlement Agreement that the son of the parties would not have any claim in the ancestral or self-acquired property of the respondent-husband, the said clause shall be deemed to be deleted from the terms of the Settlement Agreement. The same is accepted.

In view of the above, no further contentions or submissions shall be made with regard to the settlement arrived at between the parties. Hence, list on 10.11.2023.”

Today, it is also agreed between the parties that all local body charges and CIDCO transfer charges shall be borne by the respondent-husband.

A further sum of Rs.4,00,000/- is being paid by demand draft by the respondent to the learned counsel for the petitioner, who

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has acknowledged receipt of the same. The outstanding sum to be paid in respect of the gold loan shall be paid by the respondent to be Bank for the release of the jewellery of the petitioner, which is pledged with the Bank and on release of the said jewellery, the same shall be handed over by the respondent to the petitioner. At this stage, it is stated that the outstanding gold loan is approximately Rs.3,00,000/- and a sum of Rs.1,00,000/- shall be paid by the petitioner either to the loan account or to the respondent for discharge of the said gold loan. On release of the jewellery, the same shall be handed over either directly by the Bank to the petitioner or to the respondent, who shall in turn hand over the gold jewellery to the petitioner.

The respondent has also stated that whatever movables (such as scooter etc.) of the petitioner are with the respondent, shall be dispatched to the petitioner's residence, as noted in Clause 7 of the Settlement Agreement.

The respondent has also agreed that the local body taxes and CIDCO transfer charges in respect of the house property shall be paid by the respondent herein. For that purpose, the respondent shall ascertain the outstanding sums to be paid from the Municipal Corporation, Vashi, Navi Mumbai, Maharashtra, at the earliest.

On noting the aforesaid terms and conditions of the Settlement Agreement as well as the other conditions, which have now been arrived at between the parties, we find that the same are lawful and there is no legal impediment in accepting the same. Hence, the

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Settlement Agreement and terms of the settlement arrived at between the parties are accepted.

In the circumstances, the application seeking divorce by mutual consent, filed jointly by the parties under Article 142 of the Constitution of India is also considered and allowed.

Consequently, the marriage between the parties, solemnised at Mumbai is dissolved by a decree of divorce by mutual consent under Section 13 B (1) of the Hindu Marriage Act, 1955.

The terms of settlement shall be part and parcel of this order.

The proceedings initiated by each other against the other stand quashed.

Registry to draw up a decree in the aforesaid terms. Consequently, this Transfer Petition stands disposed of.

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