



**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL
JUDGE & J.M.F.C., AT DEVANAHALLI**

PRESENT

SRI. NATARAJ YADAV .S, M.B.A., L.L.M.,

*Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.*

Dated this day of 09th June, 2026

M.C.No.37/2026

BETWEEN:

1. Andrew Teron : **Petitioners**
S/o Alan Teron
Aged about 34 years,

*Premanent Address:
Residing at: Dehradun, Kandoli,
Uttarakhand-248001*

*Presently At:
Harrow International School,
NH-207, Devanahalli,
Opposite DC Office,
Bangalore-562110*

2. Rohini Malhotra
D/o Jagdish Malhotra,
W/o Andrew Teron,
Aged about 33 years,

(Pets. - By Sri.P.R.A.,Advocate)

AND:



Nil

*: **Respondent***

JUDGMENT

Sh. Andre Teron and Smt.Rohini Malhotra, both the above mentioned petitioners, have jointly filed this petition under Section 28 of the Special Marriage Act, 1954 (hereinafter referred to as the Act) for the dissolution of their marriage by a decree of divorce by mutual consent.

FACTS OF THE PETITION

2.1 The Petitioners submitted that they were the legally wedded husband and wife and their marriage was solemnized before the Registrar of Marriage, Kullu, Himachal Pradesh on 29.12.2021 under the Special Marriage Act, 1954, registered vide Marriage Registration No.33/2021 dated 29.12.2021. The said marriage was a love marriage and the marriage was duly consummated. The marriage registration certificate was produced and marked as Document No.1. The Petitioners submitted that there were no issues out of their wedlock.

2.2 The Petitioners further submitted that both of them were gainfully employed at Harrow International School, Devanahalli-Doddaballapura Road, NH-207, Bengaluru since several years and they started residing at the address of the Second Petitioner in the quarters provided to them. The Petitioners submitted that the



relationship between them was cordial for a few months and later on there arose differences of opinion, misunderstanding and incompatibility between them and hence the Petitioners could not lead a happy marital life with each other. Therefore, the First Petitioner started residing separately at his stated address since and from 01.11.2024. The Petitioners further submitted that several conciliations and panchayaths were held with the intervention of elders and well-wishers of both the families for their reunion, however, the same did not yield any fruitful result and went in vain.

2.3 The Petitioners further submitted that with the intervention of elders and well-wishers of both the families, a panchayath was conducted and in the said panchayath both the Petitioners could not resolve their differences of opinion and decided to reside separately without interfering with the day to day affairs of each other and also decided to dissolve their marital tie by filing the above petition for mutual consent divorce on the following terms and conditions. The Second Petitioner agreed to give up her right to maintenance for the past, present and future against the First Petitioner as she was gainfully employed and earning a handsome salary. Both the Petitioners agreed that they shall not claim any right over the movable or immovable properties of each other at any time or circumstances. The Petitioners submitted that they had exchanged all their personal belongings



and things and there was nothing more to be exchanged. After the disposal of the above petition, both the Petitioners were at liberty to choose their own way of life without any interference from each other. Both the Petitioners covenanted that they shall not misuse their personal photos, videos, mails, e-mails and letters etc., which were obtained during the subsistence of their marital tie. Both the Petitioners further covenanted that they shall not approach any police station, women police station, women organization, other associations or authorities against each other at any time or circumstances.

2.4 The Petitioners submitted that the above petition was filed by them out of their own free will without there being any manner of force, coercion, undue influence or compulsion from any quarter. Both the Petitioners submitted that this Court had jurisdiction to decide the above case as both of them were residing in Bengaluru. The Petitioners also submitted that they had not filed any other petition on the same cause of action seeking the same relief before any other Court.

MEDIATION PROCEEDINGS AND MEMORANDUM OF SETTLEMENT

3. The above petition was referred to mediation for resolving the dispute between the parties. During the course of mediation, both the parties along with their respective advocates actively



participated in the mediation process. Both the parties resolved their dispute amicably and entered into a Memorandum of Settlement under Section 89 of the Code of Civil Procedure, 1908 read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2005 on the following terms and conditions.

3.1 Both the parties admitted that their marriage was solemnized before the Registrar of Marriage, Kullu, Himachal Pradesh on 29.12.2021 under the Special Marriage Act, 1954 registered vide Marriage Registration No.33/2021 dated 29.12.2021 and that the said marriage was a love marriage which was duly consummated and that there were no issues out of their wedlock. Both the parties submitted that their marital life was happy for some years and later on there arose differences in their marital relationship and they could not get along with each other. There was a great deal of unhappiness and incompatibility between them with constant friction and tension in the said relationship. Panchayaths were held by elders of both the families but the same were not fruitful. In spite of the efforts made by them as well as the elders in their family and well-wishers, the differences between the parties could not be reconciled. Both the parties submitted that they had been residing separately since 01.11.2024 and hence both of them decided to get their marriage dissolved by mutual consent.



3.2 Both the parties agreed that they had exchanged all their articles given to them at the time of marriage. Apart from the above, both the parties submitted that they did not have any claims either past, present or future against each other including maintenance or permanent alimony and also with regard to movable or immovable properties of each other existing or to be acquired in future. Both the parties agreed that there was no collusion, force, fraud or undue influence in filing the above petition and entering into the said agreement. Both the parties further agreed that they shall not interfere in each other's lives for any reason of whatsoever nature in future. Both the Petitioners agreed to appear before this Court on 01.06.2026 for passing appropriate orders in terms of the above agreement.

RECONCILIATION EFFORTS

4. The Court made efforts for reconciliation between the parties, however, the efforts for reconciliation did not yield any result as it was submitted on behalf of both the Petitioners that they wanted to part ways and take a divorce by mutual consent in terms of the compromise effected between them. Consequently, the joint statement of both the Petitioners was recorded before this Court.

CONSIDERATION BY THE COURT



5. I heard both the sides at length and carefully perused the entire material on record including the joint statement of the Petitioners, the Memorandum of Settlement, the relevant provisions of law and the precedents on the point.

5.1 The record revealed that both the Petitioners belonged to different religions and their marriage was a love marriage which was solemnized with their consent before the Registrar of Marriage, Kullu, Himachal Pradesh on 29.12.2021 under the Special Marriage Act, 1954 registered vide Marriage Registration No.33/2021 dated 29.12.2021. The matrimonial home of both the Petitioners was at Harrow International School, Devanahalli-Doddaballapura Road, NH-207, Bengaluru. After the marriage, they lived a happy married life for a few months. Out of their wedlock, no issues were born to them. Both the Petitioners had been living separately since 01.11.2024 due to the difference in their temperament, attitude and incompatibility and had not resumed cohabitation thereafter. Even though several panchayaths were held in the presence of elders and well-wishers to resolve the dispute between them, the same went in vain. The First Petitioner left the matrimonial home since 01.11.2024 and was residing separately. There was no possibility of their living together as husband and wife. Furthermore, the record also revealed that both the Petitioners had amicably settled all their claims and disputes with regard to maintenance, permanent



alimony, movable and immovable properties as mentioned in the petition and the Memorandum of Settlement. Both the Petitioners undertook to abide by the terms and conditions as elaborated and set out in the petition and the Memorandum of Settlement.

POINT FOR CONSIDERATION

6. Having heard the learned counsel for both the parties and having perused the records, the following point arose for consideration by this Court:

"Whether the Petitioners are entitled to a decree of divorce by mutual consent under Section 28 of the Special Marriage Act, 1954?"

LEGAL POSITION UNDER SECTION 28 OF THE SPECIAL MARRIAGE ACT, 1954

7. In a petition under Section 28(1) of the Special Marriage Act, 1954, both the parties had to prove the following:

(i) that the marriage had been solemnized between the parties under the Special Marriage Act, 1954;

(ii) that the certificate of marriage had been duly issued by the Marriage Officer;



(iii) that they were living separately for a period of one year or more;

(iv) that they would not be able to live together in future; and

(v) that they had mutually agreed to dissolve their marriage.

FINDINGS ON THE POINT FOR CONSIDERATION

8. This Court carefully considered the contentions of both the Petitioners and perused the material placed on record. From the joint statement of both the Petitioners and the Memorandum of Settlement, it was evident that the consent of both the Petitioners for divorce was free from force, fraud, threat, pressure, coercion or undue influence and there was no collusion between them in filing this petition.

8.1 This Court noted that the marriage between the Petitioners was solemnized before the Registrar of Marriage, Kullu, Himachal Pradesh on 29.12.2021 under the Special Marriage Act, 1954 registered vide Marriage Registration No.33/2021 dated 29.12.2021. This Court further noted that the marriage registration certificate was duly produced before this Court and marked as Document No.1. This Court also noted that both the Petitioners had been living separately since 01.11.2024 without any cohabitation and had decided to live separately in future



forever. This Court observed that there was no possibility of reconciliation between the parties as even the panchayaths held by the elders and well-wishers of both the families did not yield any fruitful result.

8.2 This Court further noted that both the Petitioners had amicably settled all their claims and disputes with regard to maintenance, permanent alimony, movable and immovable properties and had exchanged all their personal belongings and articles. This Court observed that both the Petitioners were gainfully employed and were capable of maintaining themselves independently. This Court also noted that there were no children born out of the wedlock of the Petitioners who could be affected by the present proceedings.

8.3 This Court considered that both the Petitioners appeared to be sufficiently mature so as to understand the implications and effects of the divorce and were certain that they wanted to part ways. This Court further considered that both the Petitioners had to settle in their respective lives and careers and were unable to live together as husband and wife. This Court therefore found that the requirements of Section 28(1) of the Special Marriage Act, 1954 had been duly satisfied in this case.



8.4 However, this Court noted that in view of the provisions of Section 28(2) of the Special Marriage Act, 1954, the marriage of both the Petitioners could not be dissolved immediately and straightway. Both the Petitioners were therefore advised to try to live together and to patch up their differences in due course of time. In case they failed to do so, they were permitted to move their second motion petition within the statutory period in accordance with law. The Petitioners had already agreed to appear before this Court on 01.06.2026 for passing appropriate orders in terms of the Memorandum of Settlement.

8.5 The conscience of this Court was therefore completely satisfied that the requirements of Section 28(1) of the Special Marriage Act, 1954 had been duly satisfied in this case. Accordingly, this Court answered the point for consideration in the affirmative and in favour of the Petitioners.

8.6 Before concluding it is relevant to note that both the Petitioners had not filed any application seeking waiver or relaxation of the mandatory cooling period of six months as provided under Section 28(2) of the Special Marriage Act, 1954. This Court observed that Section 28(2) of the Special Marriage Act, 1954 specifically provided that the second motion could be moved by both the parties not earlier than six months after the date of presentation of the first motion petition and not later than eighteen months after the said date. This Court took note of the



fact that the Hon'ble Supreme Court of India in the landmark judgment of **Amardeep Singh Vs. Harveen Kaur reported in (2017) 8 SCC 746** held that the cooling period provided under the mutual consent divorce proceedings was directory and not mandatory and that the Courts had the power to waive the said cooling period in appropriate cases where all efforts for reconciliation had failed, the parties had genuinely settled all their differences and the waiting period would only prolong their agony. This Court however noted that in the present case, since no such application for waiver of the cooling period was filed by the Petitioners, this Court was not in a position to grant the decree of divorce straightway and immediately. This Court therefore observed that both the Petitioners were advised to try to live together and to patch up their differences during the said cooling period and in case they failed to do so, they were at liberty to move their second motion petition before this Court within the statutory period in accordance with law, for passing of appropriate orders including the decree of divorce by mutual consent under Section 28 of the Special Marriage Act, 1954.

8.7 In view of the above discussions and findings, this Court proceeded to pass the following order.



ORDER

The petition filed under Section 28(1) of the Special Marriage Act, 1954 was hereby allowed.

Both the Petitioners namely Sh.Andre Teron and Smt.Rohini Malhotra, were therefore advised to try to live together and to patch up their differences in due course of time. In case they failed to do so, they were permitted to move their second motion petition within the statutory period in accordance with law.

The terms and conditions agreed upon between the parties in the Memorandum of Settlement were taken on record and the parties were bound by the same.

The file was directed to be consigned to the Record Room after due compliance.

(Dictated to the Stenographer on computer, typed by her, revised, corrected and then pronounced by me in the open Court on this the 9th day of June, 2026.)

**Sd/-
(NATARAJ YADAV .S)
Prl. Senior Civil Judge & JMFC.,
Devanahalli.**



ANNEXURE

Witness examined for the Petitioners :

PW.1 : Andrew Teron
PW.2 : Rohini Malhotra

Documents exhibited for the Petitioners :-

Ex.P1 : Marriage Certificate
Ex.P2 & 3 : Adhaar Card copies of the both
petitioners
Ex.P4 & 5 : Petitioners Bank Statements

Witness examined for the Respondent/s :

- NIL -

Documents exhibited for the Respondent/s:

- NIL -

Sd/-
(NATARAJ YADAV .S)
Prl. Senior Civil Judge & JMFC.,
Devanahalli.