

IN THE SUPREME COURT OF INDIA  
CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRIMINAL) NO. 134 OF 2026

SAYUKTA KUSHWAHA

Petitioner(s)

VERSUS

SANTOSH SINGH BHADAURIA AND ORS.

Respondent(s)

O R D E R

1. The petitioner has filed the petition under Section 447 of the Bharatiya Nagarik Suraksha Sanhita, 2023 before this Court seeking transfer of case being Complaint Case No. 1508 of 2016 (Old Case C.C. No. 2091/2016) titled as "*Sanyukta Kushwaha vs Santosh Singh Bhadauria & Ors.*" filed under Section 323, 504, 506, 498-A, 406 of the IPC and Section 3 & 4 of Dowry Prohibition Act, 1961 pending before the Court of ACJ (Sr. Div.)-5/ACJM, Ghaziabad to the Court of Chief Metropolitan Magistrate, East Karkardooma Court, Delhi.

2. On 16.02.2026, when the matter was listed, it was informed by the counsels that the matter has been amicably resolved, however, they prayed sometime to file a Joint Application under Article 142 of the Constitution of India for reducing the terms and conditions of settlement into writing. Now, the parties have arrived at a settlement and they have decided to resolved their disputes/litigation on certain terms and conditions which are

delineated in the Memorandum of Understanding/settlement deed dated 25.02.2026 which has been signed by both the parties and three witnesses.

3. Learned counsel for the parties has also filed a joint application being IA No. 74545 of 2026 with the following prayers:

"A) Allow the present application under Article 142 of the Constitution of India and thereby accept the settlement agreement/ MOU dated 25.02.2026 signed by the litigating parties and dispose of the present transfer petition by making the terms of the settlement as part of the order of this Hon'ble Court; and

B) Pass an order for quashing and/or dispose all litigations pending between the parties as stipulated in para 4 of the Settlement Agreement/ MOU dated 25.02.2026 executed between the litigating parties; by exercising the power under Article 142 of the Constitution of India; and

C) Pass such other or further as this Hon'ble Court deems fit and proper in the circumstances of the present case."

4. Further, the relevant paragraphs as set out in Settlement Agreement dated 25.02.2026 are as under:

"BETWEEN

Ms. Sanyukta Kushwaha,  
Daughter of Sh. Rampal Singh Kushwaha,  
Resident of BH-254, Bhaurao Devras Colony, Pratap  
Vihar, Sector-12, Ghaziabad, Uttar Pradesh-201009,  
(hereinafter referred to as "the First Party /  
Wife")

AND

Mr. Santosh Singh Bhadauria,  
Son of Sh. Suresh Singh Bhadauria,  
Resident of A-25, Pocket D-1, Mayur Vihar Phase-  
III, Delhi-110096, (hereinafter referred to as "the  
Second Party/Husband") (The First Party and the  
Second Party are hereinafter collectively referred

to as "the Parties".)

1. WHEREAS, both the Parties were married on 11.07.2008 at Ujjain, Madhya Pradesh, in accordance with Hindu rites and ceremonies, and out of the said wedlock, one male child namely Adhyayan was born on dated 04.10.2011, who is presently residing with the First Party.

2. WHEREAS, due to temperamental incompatibility and irreconcilable differences, both the Parties were unable to continue their matrimonial relationship, and all attempts at reconciliation failed. Therefore, both the Parties have mutually decided to live separately and shall not interfere in any manner in each other's lives or in the lives of each other's respective family members.

3. WHEREAS, the marriage between the Parties already stands dissolved by a decree of divorce dated 30.11.2017, passed by the Court of the Ld. Principal Judge, Family Court, Ghaziabad, in HMA No. 1687 of 2016, titled "Sanyukta Kushwaha Versus Santosh Singh Bhadauria", and since 2017, neither Party has challenged the said decree before the Ld. Appellate Court; accordingly, the same has attained finality.

4. WHEREAS owing to matrimonial discord, multiple civil and criminal proceedings came to be instituted by and against the Parties and their respective family members before various Courts in Delhi and Uttar Pradesh, including but not limited to the proceedings detailed below:

S.No.	Case Details and Particulars
I	Complaint Case No. 1508 of 2016 (old Case No. C.C. No. 2091/2016), U/s 323/504/506/498-A/406 IPC & 3/4 D.P. Act, P.S. Vijaynagar, titled "Sanyukta Kushwaha Vs. Santosh Singh Bhadauria & Ors." Pending before the Ld. Court of ACJ (Sr. Div.)-5, Ghaziabad.
II	Maintenance Case No. 994/2019 (Old Case No. 260/2016), U/s 125 CrPC, titled as "Sanyukta Kushwaha Versus Santosh Singh Bhadauria", pending before the Ld. Court of Principal Judge, Family Court No. 5, Ghaziabad.
III	Complaint Case No. 6345/2021, U/s 323/504/506/452 IPC, P.S. Khora, III titled as

	"Meera Kushwaha Versus Kanishka Rajawat & Ors.", pending before the Ld. Court of ACJ (Sr. Div.)-3/ ACJM, Ghaziabad.
IV	Warrant or Summons Criminal Case No. 224603/2023 (Old Case No. IV 4571/2023) arising out of FIR No. 124/2021 P.S. Vijay Nagar, u/s 506 IPC, titled as "State Versus Rampal Kushwaha", pending before the Ld. Court of ACJ (Sr. Div.)-5, Ghaziabad.
V	Warrant or Summons Criminal Case No. 20480/2025 (Old case No. 1216/2023), P.S. Khoda, u/s 494 IPC, titled as "Santosh Versus Kanishka", pending before the Ld. Court of ACJ (Sr. Div.)-2/ACJM, Ghaziabad.
VI	Cr. Case No. 1515/2017 arising out of FIR No. 376/2016, P.S. Kalyanpuri, U/s. 279 IPC, titled as "State Vs. Ram Pal Singh Kushwaha", pending before the Ld. Court of Chief Judicial Magistrate, East, Karkardooma Court, Delhi.
VII	Criminal Revision No. 286/2024, arising out of Complaint Case No. 71/2021 u/s 200 CrPC, titled as "Suresh Singh Bhadauria & Anr. Versus Govt. NCT of Delhi & Ors.", pending before the Ld. Court of Additional Session Judge, East, Karkardooma Court, Delhi.

5. WHEREAS, with the intervention of elders, relatives, and well-wishers, the Parties have amicably resolved all their disputes and have decided to bring a complete quietus to all litigation arising out of their matrimonial relationship, with a view to bringing about peace and harmony in their lives and to ensure a better future for the Parties and child, so that they, as well as their respective family members, may live peacefully in the future.

NOW, THEREFORE, THIS SETTLEMENT WITNESSETH AS UNDER:

5.1 The Parties declare that all disputes, claims, grievances, and allegations arising out of their matrimonial relationship stand fully and finally settled.

5.2 That the First Party and the Second Party further declare that the present settlement has been arrived at between them without payment of any financial consideration to each other towards alimony, maintenance, stridhan, compensation,

damages, or any other claim whatsoever, and all claims inter se between the Parties stand fully and finally settled and satisfied. That the First Party is capable to maintain herself and bear out all her expenses and livelihood. Therefore, she is not claiming and shall not, in future, claim any amount towards alimony, maintenance, stridhan, compensation, damages, or any other claim whatsoever from the Second Party.

5.3 That the permanent custody of the minor child, namely Adhyayan, shall remain with the First Party. Further the First party and Second party have mutually agreed that all the expenses relating to maintenance, education and overall wellbeing of the minor son namely Adhyayan will be born jointly by the Parties till the age of attaining majority. And the minor Son namely Adhyayan will have the inheritance right on the property of Second Party.

5.4 The Parties have mutually agreed to jointly file an appropriate petition before the Hon'ble Supreme Court of India seeking quashing of all civil and criminal proceedings, FIRs, complaints, revisions, and consequential proceedings pending between the Parties and their respective family members. Since matters are pending in different States, it is extremely difficult for the First Party to travel along with the minor child.

5.5 Each Party undertakes to give unconditional and irrevocable no-objection for the quashing and/or withdrawal of all cases mentioned herein or any other connected proceedings arising out of the matrimonial dispute. It is further agreed that any miscellaneous application, appeal, revision, quashing petition, or any other ancillary or incidental proceeding, whether registered or unregistered, pending or filed in relation to the aforesaid cases or any other related proceedings before any court, tribunal, or forum, shall be withdrawn by the respective Party at his or her own cost, after the execution of this Memorandum of Understanding.

5.6 Both the Parties shall sign all necessary affidavits, vakalatnamas, and documents; appear personally or through counsel whenever required; and extend full cooperation for the disposal and/or quashing of all proceedings pending before any judicial forum, tribunal, or other competent authority at Ghaziabad, Uttar Pradesh and Delhi and any other State, in accordance with law.

5.7 That the Parties undertake that they shall not initiate any civil or criminal proceedings in future against each other or against each other's family members in respect of their past matrimonial relationship. Both the Parties have mutually decided to live separately and shall not interfere in any manner in each other's lives or in the lives of each other's family members.

5.8 That both the Parties agree and undertake not to post, publish, or circulate any defamatory, derogatory, or disparaging remarks or material against each other or their respective family members on any social media platforms, including WhatsApp, Facebook, Instagram, etc., or communicate the same to any third parties or relatives. Any such act shall be deemed to constitute a breach of the present Settlement.

5.9 After quashing of proceedings, both Parties shall be at liberty to remarry as per their own choice and shall not interfere in each other's personal lives in any manner whatsoever.

5.10 That the Parties agree that this Settlement Deed is final and binding upon the parties and their respective family members and their representatives. In the event the First Party (Wife) or Second Party (Husband), after signing this Deed, fails to cooperate in the quashing of the FIRs/Criminal Cases or withdraws her consent before the Hon'ble Supreme Court/High Court/any other Court below, it shall be deemed a breach of trust and a fraud played upon the Court.

5.11 The Parties affirm that this Settlement has been executed voluntarily, out of free will, without any coercion, pressure, undue influence, or misrepresentation, after fully understanding its contents in vernacular and legal implications.

5.12 This document constitutes the entire settlement between the Parties and supersedes all previous understandings, oral or written.

6. IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding/Settlement Deed on the date and place first mentioned above, in the presence of the witnesses named below."

5. We have taken the Joint Application and Settlement Agreement dated 25.02.2026 on record.

6. Having considered the matter in detail and having perused the Settlement Agreement & Joint Application which is also supported by the affidavits of Ms. Sanyukta Kushwaha (petitioner) and Mr. Santosh Singh Bhadauria (respondent), we are of the view that this is a fit case for exercising power under Article 142 of the Constitution of India and we direct that;

A. Complaint Case No. 1508 of 2016 (old Case No. C.C. No. 2091/2016), U/s 323/504/506/498-A/406 IPC & 3/4 D.P. Act, P.S. Vijaynagar, titled "Sanyukta Kushwaha Vs. Santosh Singh Bhadauria & Ors." pending before the Ld. Court of ACJ (Sr. Div.)-5, Ghaziabad stands quashed.

B. Maintenance Case No. 994/2019 (Old Case No. 260/2016), U/s 125 CrPC, titled as "Sanyukta Kushwaha Versus Santosh Singh Bhadauria", pending before the Ld. Court of Principal Judge, Family Court No. 5, Ghaziabad stands quashed.

C. Complaint Case No. 6345/2021, U/s 323/504/506/452 IPC, P.S. Khora, III titled as "Meera Kushwaha Versus Kanishka Rajawat & Ors.", pending before the Ld. Court of ACJ (Sr. Div.)-3/ ACJM, Ghaziabad stands quashed.

D. Warrant or Summons Criminal Case No. 224603/2023 (Old Case No. IV 4571/2023) arising out of FIR No. 124/2021 P.S. Vijay Nagar, u/s 506 IPC, titled as "State Versus Rampal Kushwaha", pending before the Ld. Court of ACJ (Sr. Div.)-5, Ghaziabad, stands quashed.

E. Warrant or Summons Criminal Case No. 20480/2025 (Old case No. 1216/2023), P.S. Khoda, u/s 494 IPC, titled as "Santosh Versus

Kanishka", pending before the Ld. Court of ACJ (Sr. Div.)-2/ACJM, Ghaziabad stands quashed.

F. Cr. Case No. 1515/2017 arising out of FIR No. 376/2016, P.S. Kalyanpuri, U/s. 279 IPC, titled as "State Vs. Ram Pal Singh Kushwaha", pending before the Ld. Court of Chief Judicial Magistrate, East, Karkardooma Court, Delhi stands quashed.

G. Criminal Revision No. 286/2024, arising out of Complaint Case No. 71/2021 u/s 200 CrPC, titled as "Suresh Singh Bhadauria & Anr. Versus Govt. NCT of Delhi & Ors.", pending before the Ld. Court of Additional Session Judge, East, Karkardooma Court, Delhi stands quashed.

7. Copy of this order shall be sent to the respective Courts as mentioned in paragraph nos. 6(A) to (G) for follow up action.

8. In view of the above, Transfer Petition and Joint Application being IA No. 74545 of 2026 are disposed of. The Registry will draw a decree in the aforesaid terms.

9. It is further directed that the parties shall abide by the terms of this settlement implicitly.

10. Pending applications(s), if any, are disposed of.

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

.....J.  
[ALOK ARADHE]

NEW DELHI;  
APRIL 23, 2026

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(s)(Criminal) No(s). 134/2026

SAYUKTA KUSHWAHA

Petitioner(s)

VERSUS

SANTOSH SINGH BHADAURIA &amp; ORS.

Respondent(s)

IA No. 74545/2026 - APPLN. UNDER SEC 142 OF THE CONSTITUTION R/W  
SEC 13B OF H.M.A.

IA No. 45128/2026 - EXEMPTION FROM FILING O.T.

IA No. 45126/2026 - STAY APPLICATION

Date : 23-04-2026 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA  
HON'BLE MR. JUSTICE ALOK ARADHEFor Petitioner(s) :Ms. Ritu Reniwal, AOR  
Mr. Mahendra Kumawat, Adv.  
Ms. Trapta Kushawaha, Adv.  
Mr. Ankush Sadh, Adv.  
Mr. Manish, Adv.  
Mr. Satyendra Singh, Adv.For Respondent(s) :Mr. Anjan Datta, Adv.  
Ms. Ishita Srivastava, Adv.  
Mr. Rohit Chatterjee, Adv.  
Mr. Gulit Chunari, Adv.  
Mr. Neeraj Kumar Vats, Adv.  
Ms. Prerna Panwar, Adv.  
Mr. Robin Khokhar, AORUPON hearing the counsel the Court made the following  
O R D E R

1. The Transfer Petition and Joint Application being IA No. 74545 of 2026 are disposed of in terms of the Signed Order.
2. Pending application(s), if any, shall stand disposed of.

(KAPIL TANDON)  
COURT MASTER (SH)(NIDHI WASON)  
ASSTT. REGISTRAR(NSH)

(Signed Order is placed on the file)