

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No.6439 OF 2024  
(Arising out of SLP(C)No.6651 of 2022)

KANAKA KEDAR SAPRE & ANR.

... APPELLANTS

Versus

KEDAR NARHAR SAPRE & ORS.

... RESPONDENTS

O R D E R

1. Leave granted.

2. This appeal is directed against the judgment and order dated 04.01.2022, passed by the High Court of Judicature at Bombay, whereby the order dated 11.03.2019, of the Judicial Magistrate, First Class, Pune, dismissing the appellants' application under Section 12 of the Protection of Women from Domestic Violence Act, 2005 (for short, 'the D.V. Act') being not maintainable, has been upheld.

3. The daughter of appellant No.2 (Sucheta Kedar Sapre) was married to respondent No.1 (Kedar Narhar Sapre) on 24.11.2009. Appellant No.1 (Kanaka Kedar Sapre) was born from their wedlock on 07.10.2012. Sucheta Kedar Sapre, unfortunately, passed away on 27.10.2013. It seems that there was some matrimonial dispute between the deceased-wife and respondent No.1 as the deceased was at her parents' house at the time of her death. The minor daughter, i.e., appellant No.1, consequently remained under the care and custody of her maternal grand-mother, namely, appellant No.2. Both the appellants then filed a complaint against respondent No.1 and his family members under the D.V. Act, which,

as noticed in para 1 above, was dismissed for being not maintainable. The aggrieved appellants are now before us.

4. When the matter came up for hearing on 02.01.2024, counsel for the parties jointly requested to refer it to the Mediation Centre attached to the High Court of Judicature at Bombay to explore the possibility of an amicable settlement. It was, thereafter, reported on 11.03.2024 that with the intervention of the District Legal Services Authority, Pune, the parties have resolved their disputes and a Settlement Agreement, duly signed by them, was forwarded to this Court by the District Legal Services Authority. On consideration of the said Settlement, this Court desired to seek a small clarification from the parties with respect to the best interests of the minor-appellant No.1. The matter was, accordingly, kept for further consideration.

5. Thereafter, the parties have moved a Joint Application bearing I.A.No.118919/2024 seeking directions to give effect to the Settlement Agreement and for consequential action. Meanwhile, respondent No.1 has filed I.A.No.107566 of 2024, *inter alia*, pointing out the following investments that have been made in favour of appellant No.1 :

(i) Public Provident Fund Account (PPF) has been opened in SBI Hadpsar Branch, Pune.

(ii) Sukanya Samriddhi Account has been opened in SBI Hadpsar Branch, Pune.

(iii) Health Insurance Policy (No.30453705202307) of Niva Bupa Health Insurance Company for a sum of Rs.13,00,000/- has been taken.

6. In addition, respondent No.1 has given an undertaking that :

(i) He will invest an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) every year in the Sukanya Samriddhi Account till its maturity in the year 2036.

(ii) He will invest an amount of Rs.75,000/- (Rupees Seventy Five Thousand Only) every year in the Public Provident Fund Account till its maturity in the year 2030.

(iii) On maturity of the aforesaid accounts, the entire amount invested along with the interest accrued thereon, shall be paid to appellant No.1.

(iv) Respondent No.1 will also make a provision for medical insurance of appellant No.1, for a total sum assured of Rs.13,00,000/- (Rupees Thirteen Lakhs Only).

7. Adverting to the Settlement Agreement dated 07.03.2024, respondent No.1 has agreed to compensate appellant No.1, with a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) towards the expenditure incurred by the family of appellant No.2 on the treatment of deceased-Sucheta Kedar Sapre and/or other miscellaneous expenses. Respondent No.1 has admittedly paid the said agreed amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) by way of a Demand Draft, dated 10.04.2024, bearing No.500826, drawn on ICICI Bank, in favour of appellant No.2, on 14.04.2024.

8. As regard to the custody or visitation rights *qua* appellant No.1 and her father, namely, respondent No.1, we deem it appropriate to reproduce the Settlement Agreement in its entirety which reads as follows:

**“SETTLEMENT AGREEMENT**

This Settlement Agreement is being executed between Petitioner Smt. Sudha Mukund Shukla for herself and for Miss Kanaka Kedar Sapre alongwith Mr. Sameer Mukund Shukla & Mrs. Jui Sameer Shukla Presently R/O Block No.8, Leelawati Apartments, 2/7 Erandwane, Pune, Maharashtra AND the Respondents Mr. Kedar Narhar Sapre and mother Smt. Sushma Narhar Sapre R/O A/102, DSK Sunderban, Hadapsar, Pune, Maharashtra.

WHEREAS the present case was referred to Supreme Court Mediation Centre by the Hon'ble Supreme Court vide its order dated 02.01.2024. Accordingly comprehensive joint and separate sessions were undertaken by the mediator on 22.02.2024, 05.03.2024 & 07.03.2024 During the Mediation procedure the following have transpired:

1. That the Petitioner No.2 for herself and for Petitioner No. 1 has filed an application under Protection of Women from Domestic Violence Act before the Hon'ble J.M.F.C. Court, Pune wherein it was dismissed. Further the Appeal was also dismissed by the Hon'ble District Court and furthermore the appeal filed in the Hon'ble Bombay Court has also been dismissed. Aggrieved by it the Petitioners have preferred petition before the Hon'ble Supreme Court.
2. That it must be mentioned at the outset that during the entire deliberations, the parties remained composed and respectful towards each other and with the indulgence of respective counsels the parties have arrived at an amicable settlement. They Parties have presented themselves in-person on 07.03.2024 for signing the present settlement on the terms and conditions mentioned/ recorded hereinafter:
  - A. The parties hereto confirm and declare that the Respondents shall have access to daughter Kanaka Kedar Sapre on every first, third and fourth Sunday between 11 a.m. to 8 p.m. to take her away and drop back.
  - B. That by virtue of this settlement, the parties have voluntarily agreed that the Respondents shall have at least 15 days access of daughter Kanaka during Summer/May for outstation trip and 4 days during Diwali vacation if the

daughter Kanaka consents to such access and/or outstation trip with her free will.

- C. The respondents agree and acknowledge that the daughter is 12 years of age as on the date of these consent terms and thus, neither the petitioners nor the respondents shall force her to stay overnight or to travel outstation if the daughter Kanaka is not comfortable with the same.
- D. That party to this settlement agree that the Respondents shall have unrestricted access to visit daughter Kanaka and medical reports in case of any hospitalization. The Petitioner shall communicate about hospitalization of daughter Kanaka within 5 hours of her admission.
- E. That the Respondent No.1 agrees to pay Rs.15,000/- per month as maintenance for his daughter Kanaka till she gets married or till she completes her education or starts working, whichever is earlier. The Petitioners agree that out of the said amount of maintenance Rs.7,500/- shall be spent by them on daughter Kanaka's maintenance and remaining amount of Rs.7,500/- shall be deposited in Fixed Deposit as per earlier agreement. In addition to that the respondent No.1 shall voluntarily bare all the additional expenses of the daughter.
- F. That the Respondent No.1 further agrees to pay the school fees of his daughter Kanaka in her school directly subject to the condition of Petitioners will send school notice of fee payment to the Respondent.
- G. That the Respondents shall have unrestricted access to his daughter Kanaka Kedar Sapre's documents such as Aadhar Card, School Leaving Certificate, PAN Card and other such Government documents. However, the original documents of daughter Kanaka shall remain in the possession of the petitioners until she attains 18 years of age.
- H. That the parties hereto have agreed that the Respondents shall have unrestricted telephone access including video call with his daughter Kanaka in case in-person meeting is not

possible due to lockdown, travel, transfer, etc.

- I. That the Respondent No. 1 shall have access and right to attend parent teacher meeting or to meet teacher at school/college of daughter Kanaka and discuss about her progress.
- J. That the Respondents have agreed to pay Rs.20 Lakhs to the Petitioner for the medical expenses incurred by them for the treatment of Late Sucheta Kedar Sapre, on or before 15th April, 2024 via cheque/ DD in the name of Mrs. Sudha Mukund Shukla. After receipt of the said amount the Petitioner, her son and daughter-in-law shall not claim any further amount from the Respondents under the said heading of the medical expenses incurred by them for the treatment of Late Sucheta Kedar Sapre.
- K. Those during the course of mediation, both the parties to this settlement, have revealed that they have initiated certain cases against each other and their respective relatives. That as of now, the following cases are pending between the parties:-
  - i. Custody Petition filed by the respondent-father under Guardians and Wards Act, 1980, Hindu Minority Guardianship Act, 1956 and Family Courts Act, 1984 being P.D. No.35 of 2014 pending before Family Court- 3, at Pune, Maharashtra.
  - ii. Maintenance Petition filed by the Petitioners under Code Of Criminal Procedure, 1973 being P. E. No.234 of 2014 pending before Family Court- 3, at Pune, Maharashtra.
- L. That the petitioners shall unconditionally withdraw the DV proceedings in pursuance to the present consent terms.
- M. It is agreed upon between the parties hereto that the daughter Kanaka shall be in the sole custody of Mr. Sameer Shukla and Mrs. Jui Shukla and the respondent No.1 shall have access right as mentioned in these consent terms.

- N. Both the parties will co-operates with each other for withdrawal of their respected cases, as the case may be.
- O. That both the parties shall not pollute mind and thinking process of daughter Kanaka about each other.
- P. That the parties to this settlement agree and undertake to bear their own respective expenses incurred in the process of various rounds of litigation from time to time.
- Q. The Petitioner, her son and daughter-in-law decided not to pursue the issue raised by them in respect of Streedhan of Late Sucheta Kedar Sapre and hence the dispute in respect of Streedhan is also settled.
- R. Both the parties agree and undertake that they have settled all their disputes and grievances against each other and against their family members amicably and they shall not file any complaints, proceedings whether criminal or civil, if any, against each other or their respective family members.
- S. Both the parties agree that Non-Compliance of the present settlement would be treated as "Breach of Trust" and the affected party would be entitled to approach the Court of law for appropriate remedy available to them.
- T. Both parties to this settlement agree that they have freely and voluntarily entered this settlement with the advice of their respective counsel.
- U. Each Party acknowledges that they have read the present settlement in its entirety and fully understand each and every term contained within it. Each party agrees that they are satisfied with their counsel's representation. Each Party acknowledges that all questions and concerns have been fully addressed by their individual counsel.
- V. Each Party acknowledges that they have not received any promise other than contained in writing within this settlement to entice them to enter into this settlement.

- W. Both parties acknowledge by their signature that they have not suffered any threats, coercion, intimidation or any form of duress while participating in this mediation process.
- X. Both parties acknowledge that no Legal advice has been provided to either party by the mediator and that they have been advised that the present settlement is a final settlement to be entered by the Court. There are no rights of rescission regarding the present settlement.
- Y. By signing this Agreement, the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the inter-se disputes and differences have been amicably settled by the parties hereto, through the process of Mediation.
- Z. That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will and intention to comply the same as agreed above.
- AA. Both the parties further agree that while carrying out the above said stipulations no party should take advantage of its own wrong."

9. As may be seen from various Clauses of Para No.2 of the Settlement Agreement, the parties have resolved the rights to custody and visitation between appellant No.1 and her father-respondent No.1. It is directed that the parties shall abide by the terms and conditions of the Settlement Agreement, which shall form part of this order.

10. As a consequence to the settlement, the Custody Petition filed by respondent No.1, i.e., P.D.No.35 of 2014, pending before Family Court-3 at Pune, Maharashtra has become infructuous and the same stands disposed of as such.

11. Similarly, the Maintenance Petition filed by the

appellants under Section 125 Cr.P.C. being P.E.No.234 of 2014, pending before Family Court-3 at Pune, Maharashtra is also disposed of as having become infructuous.

12. The complaint under the Domestic Violence Act, filed by the appellants, and all the proceedings arising therefrom are quashed and disposed of as having become infructuous.

13. It is clarified that this Court has accepted the Settlement Agreement in view of the written assurance given by both the sides that such Settlement is in the best interest of the minor child, i.e., appellant No.1. It is, therefore, clarified that nothing shall affect the present or future rights of appellant No.1 and the same shall remain intact always.

14. The question of law raised in this appeal is, however, kept open to be decided in an appropriate case.

15. The impugned judgment dated 04-01-2022 is modified and the appeal stands disposed of in the above terms.

16. As a result, the pending interlocutory applications also stand disposed of.

.....J.  
(SURYA KANT)

.....J.  
(K.V. VISWANATHAN)

NEW DELHI;  
MAY 15, 2024.

ITEM NO.19

COURT NO.4

SECTION IX

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

Petition(s) for Special Leave to Appeal (C) No(s).6651/2022

(Arising out of impugned final judgment and order dated 04.01.2022 in Writ Petition No.2790 of 2021 passed by the High Court of Judicature at Bombay)

KANAKA KEDAR SAPRE &amp; ANR.

Appellant(s)

VERSUS

KEDAR NARHAR SAPRE &amp; ORS.

Respondent(s)

IA No.54147/2022 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

IA No.107566/2024 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

Date : 15-05-2024 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT  
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Appellant(s) Mr. Abhijit Sarwate, Adv.  
Mr. Anand Dilip Landge, AOR  
Ms. Hardeo Aedhen, Adv.  
Mrs. Sangeeta S Pahune Patil, Adv.  
Mr. Avineesh Jha, Adv.  
Mr. Dinesh H Godara, Adv.

For Respondent(s) Mr. Amol Chitale, Adv.  
Mr. Sarthak Sharma, Adv.  
Mrs. Pragya Baghel, AOR

Mr. Shrirang B. Varma, Adv.  
Mr. Siddharth Dharmadhikari, Adv.  
Mr. Aaditya Aniruddha Pande, AOR  
Mr. Bharat Bagla, Adv.  
Mr. Sourav Singh, Adv.  
Mr. Aditya Krishna, Adv.  
Ms. Preet S. Phanse, Adv.  
Mr. Adarsh Dubey, Adv.

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

Leave granted.

The appeal stands disposed of in terms of the signed order.

The question of law raised in this appeal is, however, kept open to be decided in an appropriate case.

As a result, the pending interlocutory applications also stand disposed of.

(SATISH KUMAR YADAV)  
ADDITIONAL REGISTRAR

(PREETHI T.C.)  
COURT MASTER (NSH)

(Signed order is placed on the file)