

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
TRANSFER PETITION (C)No.956 OF 2021

PRITY GIRI

....PETITIONER

VERSUS

GYANENDRA KUMAR GIRI

....RESPONDENT

O R D E R

1. This transfer petition is at the instance of the petitioner-wife seeking transfer of Case No.443 of 2018, titled as "Gyanendra Kumar Giri vs. Smt. Prity Giri", filed by the respondent - husband under Section 10(1) of the Hindu Marriage Act, 1955. The above captioned case is pending before the Principal Civil Judge, Family Court, Sitapur, Uttar Pradesh and the petitioner - wife has sought transfer thereof to the competent Court at District Patna, Bihar.

2. The parties got married on 01.12.2016 and there is no child born from the wedlock. It appears that due to temperamental differences, the parties are living separately since 2018. While the petitioner - wife has filed two criminal cases against the respondent - husband and his family members, the respondent - husband has filed the above-mentioned case.

3. Vide order dated 09.01.2023, the matter was referred to

the Supreme Court Mediation Centre to explore the possibility of an amicable settlement of the matrimonial dispute. The Supreme Court Mediation Centre has forwarded a Settlement Agreement (dated 07.02.2023) duly signed by the parties, their counsel, as well as the learned Mediator. Some of the salient features of the Settlement Agreement are to the following effect:

"2. Both the parties hereto confirm and declare that they have, voluntarily and of their own free will have decided not to live together as husband and wife and have arrived at this Settlement in the presence of the Mediator, the counsel for both the parties.

3. That following cases are pending between the parties:-

(i) Matrimonial Case No. 1126 of 2019 titled as Pritygiri Vs.Gyanendra Kumar Singh pending in the Court of the Principal Judge, Family Court, Patna.

(ii) Maintanance Case No. 196 of 2018 titled as Prity Giri VS.Gyanendra Kumar Singh pending in the Court of Principal Judge, Family Court, Patna.

(iii) FIR No. 68 of 2-18 dated 24.04.2018, P.S. Deogaon under Section 498-A, 323, 504, 506, 315, 377 of the IPC and under Sections 3 and 4 of Dowry Prohibition Act, 1961 by Prity Giri.

(iv) D.V. Case No. 08/2022 titled as Prity Giri Vs. Gyanendra Kumar Giri pending in the Court of A.C.J.M., Patna City.

(v) Divorce Case No. 443 of 2018 titled as Gyanendra Kumar Giri Vs.Prity Giri pending in the Court of Principal Judge, Family Court, Sitapur, under Section 10(1) of the H.M. Act.

(vi) Criminal Revision Petition No. 443 of 2023 titled Gyanendra Kumar Giri Vs. State of Uttar Pradesh pending in the Court of ADJ-1, Lucknow, Uttar Pradesh.

4. That both the parties have agreed to withdraw all their cases against each other and both will cooperate for the same. Further both the parties agree not to initiate any legal proceedings against each other.

5. The Respondent-husband has agreed to pay a sum of Rs.16,51,000/- (Rs. Sixteen Lakhs Fifty One Thousand Only) to Petitioner wife herein as full and final settlement towards all and any past, present and future claim including her maintenance, stridhan, alimony expenses etc.

6. That out a said Rs. 16,51,000/- the husband has paid a sum of Rs.11,000/- today i.e. 07.02.2023. The balance Rs. 16,40,000/- will be paid as under:-

| Sl.No. | Amount | Date of Payment |
|--------|---------------|-----------------|
| 1 | Rs.1,00,000/- | 09.02.2023 |
| 2 | Rs.5,00,000/- | 28.02.2023 |
| 3 | Rs.5,00,000/- | 20.03.2023 |
| 4 | Rs.5,40,000/- | 31.03.2023 |

8. That after deposit of the said Rs. 16,51,000/- (Rs. Sixteen Lakhs Fifty One Thousand Only) both the parties herein agree that they shall jointly pray to this Hon'ble Court to exercise its power under Article 142 of the Constitution of India for grant Decree of Divorce by mutual consent, quashing and withdrawal of all Criminal and civil cases pending between the parties and their relatives as per list of cases mentioned at para - 3.

9. That in case this Hon'ble Court is not inclined to pass a decree of divorce by mutual consent under Article 142 of the Constitution of India, then both the Parties have agreed to file Mutual Divorce Petition before the Ld. Principal Judge, Family Court, Sitapur, Uttar Pradesh within four weeks from the date of accepting the Settlement Agreement and disposing of the Transfer Petition. Both the parties undertake to be present before the appropriate Court for filing and for the recording of the statements in the mutual consent divorce petition.

10. Further both the parties within said four weeks from the date of accepting of the settlement agreement by this Hon'ble Court will approach the concerned courts to withdraw/quash the respective civil and criminal cases filed against each other. Both the parties will cooperate each other for withdrawal/quashing of the said cases as per the list mentioned in para - 3.

13. By signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other or family members of any nature including maintenance, jewelry/car and/or any other movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation."

4. Despite the Settlement Agreement, referred to above, the petitioner - wife expressed her reluctance to abide by the terms and conditions mentioned therein. A fresh settlement process was, therefore, initiated by directing the parties to remain personally present in the Court along with their learned counsel. Eventually, the petitioner has agreed to give effect to the Settlement Agreement dated 07.02.2023 on receipt of an additional amount of Rs.50,000/-, which the respondent - husband has paid today by way of a Demand Draft No.050086, dated 07.08.2023, drawn in favour of the petitioner - wife (Prity Giri).

5. The parties are personally present in the Court today. Their statements on oath have been recorded. Both of them have expressed their willingness and desire to implement the Settlement Agreement dated 07.02.2023 and have undertaken to abide by the terms and conditions mentioned therein.

6. Having heard the parties-in-person as well as their respective counsel and taking into consideration the fact that the parties are living separately since 2018, we are satisfied that the marriage between them has irretrievably broken down and it is not possible for them to unite again. The marriage between the parties, therefore, deserves to be dissolved by a decree of divorce by mutual consent.

7. The parties have also prayed to this Court for the grant of a decree of divorce by invoking our powers under Article 142 of the Constitution. We are inclined to accept their prayer.

8. Consequently, by invoking our powers under Article 142 of the Constitution, the marriage between the parties is hereby dissolved by way of a decree of divorce by mutual consent in terms of the Settlement Agreement dated 07.02.2023. The terms of the Settlement Agreement shall form part of the divorce decree.

9. Since the respondent - husband has paid the entire agreed lump sum amount towards maintenance and alimony, Maintenance Case No.196 of 2018, titled as "Prity Giri vs. Gyanendra Kumar Singh", which is pending before the Court of Principal Judge, Family Court, Patna is hereby quashed along with all the proceedings arising therefrom.

10. FIR No.68 of 2018, dated 24.04.2018, which was registered at P.S. Deogaon under Section 498-A, 323, 504, 506, 315, 377 of the IPC and under Sections 3 and 4 of Dowry Prohibition Act, 1961 and all the proceedings arising therefrom, are hereby quashed.

11. D.V. Case No. 08/2022 titled as "Prity Giri Vs. Gyanendra Kumar Giri", pending in the Court of A.C.J.M., Patna City along with all the proceedings arising therefrom are also hereby quashed.

12. Criminal Revision Petition No.443 of 2023, titled as "Gyanendra Kumar Giri Vs. State of Uttar Pradesh", filed by the respondent - husband, which is pending in the Court of ADJ-1, Lucknow, Uttar Pradesh is hereby disposed of as having become infructuous.

13. Matrimonial Case No.1126 of 2019, titled as "Pritygiri

Vs. Gyanendra Kumar Singh”, filed by the petitioner - wife against the respondent - husband, which is pending in the Court of Principal Judge, Family Court, Patna is hereby disposed of as having become infructuous.

14. Resultantly, Case No.443 of 2018, titled as “Gyanendra Kumar Giri vs. Smt. Prity Giri”, filed by the respondent - husband under Section 10(1) of the Hindu Marriage Act, 1955 is hereby disposed of as having become infructuous.

15. The transfer petition is, accordingly, disposed of in the above terms.

16. The parties shall abide by the terms and conditions of the Settlement Agreement dated 07.02.2023 in its letter and spirit.

17. As a sequel to the above, pending interlocutory applications also stand disposed of.

.....J.
(SURYA KANT)

.....J.
(DIPANKAR DATTA)

NEW DELHI;
AUGUST 11, 2023.

ITEM NO.2

COURT NO.5

SECTION XVI-A

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)(Civil) No(s).956/2021

PRITY GIRI

Petitioner(s)

VERSUS

GYANENDRA KUMAR GIRI

Respondent(s)

(Mediation Report Received.

IA No.126391/2021 - EXEMPTION FROM FILING O.T.

IA No.59887/2021 - STAY APPLICATION)

Date : 11-08-2023 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT

HON'BLE MR. JUSTICE DIPANKAR DATTA

For Petitioner(s) Mr. Mohnish Nirwan, Adv.
Mr. Ashok Kumar, Adv.
Mr. Tushar Khairnar Manohar, AOR
Ms. Simran Kumari, Adv.
Mr. Kunal Yadav, Adv.
Mr. Abhimanyu Singh, Adv.
Mr. Saurabh Vashisht, Adv.
Mr. Harvinder Singh Mann, Adv.

For Respondent(s) Mr. Devendra Kumar Singh, Adv.
Mr. Chandra Nand Jha, Adv.
Mr. Karunakar Mahalik, AOR
Mr. Manoranjan Mishra, Adv.
Mr. Zulfiquar alam, Adv.

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

The Transfer Petition is disposed of in terms of the signed order.

As a sequel to the above, pending interlocutory applications also stand disposed of.

(SATISH KUMAR YADAV)
DEPUTY REGISTRAR

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

(Signed order along with the Statement on Oath duly signed by the parties and their counsel is placed on the file)