

ITEM NO.1 Court 11 (Video Conferencing)

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). 20/2018

GEETIKA AGARWAL KHAITAN

Petitioner(s)

VERSUS

SIDDHESH KHAITAN

Respondent(s)

(ONLY IA NO 3384/2021 IN TP(C) 20/2018 IS TO BE LISTED.
IA No. 3384/2021 - APPROPRIATE ORDERS/DIRECTIONS)

Date : 29-01-2021 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE V. RAMASUBRAMANIAN

For Petitioner(s) Mr. Ankur Prakash, AOR
Md. Saquib, Adv.

For Respondent(s) Mr. Gaurav Kejriwal, AOR

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

The parties have arrived at a Settlement before the Mediator appointed by the Supreme Court Mediation Centre. The Settlement Agreement reads as follows:

"1. 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, their respective counsels and their family members.

2. That the parties to the agreement agree and undertake to withdraw all the cases/FIR/Complaints etc. or any other civil or criminal case pending against each other and their family members in any Court of law or forum in India. The description of the cases are given as under:-

(i) Matrimonial Suit No.8/2017 filed by the husband titled as Mrs. Jyoti Khaitan vs. Geetika Agarwal Khaitan & Ors. pending before the 16th Addl. & Sessions Judge Court, Alipur, 24 Pargana South u/s 13(1) (2) of H.M.A. Act

(ii) Complaint Case No.35940/2017 filed by the mother titled as Mrs. Jyoti Khaitan vs. Geetika Agarwal Khaitan pending before the 4th Judicial Magistrate Alipur, 24 Pargana South u/s 12 (1) D.V. Act.

(iii) Criminal Case No.20/2018 filed by the wife titled as Geetika Agarwal Khaitan vs. Siddhesh Khaitan & Ors. pending before the Addl. Chief Metropolitan Magistrate No.15, Jaipur Metropolitan Jaipur u/s 12 (1) D.V. Act.

3 That both the parties have entered into a full and final settlement/agreement in respect to the above mentioned cases on the following terms & conditions:

(i) That both the parties herein agree that they shall jointly pray to the Hon'ble Supreme Court to exercise its power under Article 142 of the Constitution of India and to grant Decree of Divorce by mutual consent and for quashing of the aforesaid criminal cases. The Respondent-husband will pay a full and final amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) through a demand draft in the name of the Petitioner-wife (Geetika Agarwal) on the next date of hearing before this Hon'ble Court.

(ii) The respondent shall also handover the jewellery at the time of passing of the order before this Court as mentioned below:-

<i>Sr. No.</i>	<i>Items</i>	<i>Details</i>
1	Kundan Gold Bridal Set	Neckpiece, earrings (jhumka), Mangtika
2	Roka Set 'Navrattan Set' (Gold Set with diamonds & multi precious stones)	Neckpiece, earrings (latkans)
3	Gold diamond engagement ring	One piece
4	Gold coin (10 gms)	One piece

4. That in case the Hon'ble Supreme Court is not inclined to pass the decree of divorce by mutual consent under Article 142 of the Constitution of India, then both the Parties agree and undertake to file for the Mutual Divorce Petition before the

Ld. Family Court, Jaipur, Rajasthan within two weeks of final order of the Hon'ble Supreme Court accepting the Settlement Agreement and disposing of the Transfer Petition. Both the parties undertake to be present before the appropriate Court for the filing and for the recording of the statements in the mutual consent divorce petition.

5. It has been agreed between both the parties that Respondent-husband shall pay a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) as a full and final settlement to the petitioner-wife towards her Stridhan if any, maintenance past, present, future and permanent Alimony. The respondent shall also handover the jewellery at the time of passing of the order before this Court as mentioned above.

6. The First installment of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) shall be paid by the Respondent-husband to Petitioner-wife Ms. Geetkia Agarwal Khaitan by way of demand draft at the time of recording of the statement in the First Motion in the proceedings under Section 13(B) of H.M. Act at Family Court Jaipur, Rajasthan. The respondent shall also handover the jewellery at the time of passing of the order before this Court as mentioned above.

7. The Second and final installment of Rs.12.50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) shall be paid by the Respondent - husband to Petitioner -wife Ms. Geetika Agarwal Khaitan by way of demand draft at the time of recording of the statement in the Second Motion filed in accordance with Law and reporting withdrawal / quashing of all cases.

8. That both the parties herein agree that all the pending cases whether specifically mentioned or not between the parties & their family members herein shall be withdrawn / quashed and brought to closure within six months / coinciding with final motion of the divorce petition. The parties and /or their family members, relatives or representatives undertake not to initiate any other litigation against each other in future also with regard to all the disputes settled herein, arising out of the matrimony.

9. 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 family members or stake any claim on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either parties and their respective families. Both the parties further undertake to withdraw the aforesaid matters or any other matter if any pending against each other anywhere.

10. 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 disputes and differences have been amicably settled by the parties hereto, through the process of Mediation.

11. That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will to comply the same as agreed above.

12. Both the parties further agree that while carrying out the above said stipulations no party should take advantage of its own wrong.

13. That the present settlement agreement has been entered into between the parties in the presence of Ld. Mediator and their respective advocates of their own volition, free will without any duress or coercion."

As per the Settlement Agreement some payment has to be made and some jewellery has to be returned.

Therefore, to complete the Settlement in all respects, the matter is adjourned by two weeks.

In the meantime, the parties may appear before the Mediator on 08.02.2021 and make payment and exchange articles as per the Settlement Agreement.

Call the matter on 12.02.2021 to pass the order.

(RAJNI MUKHI)
COURT MASTER (SH)

(DIPTI KHURANA)
COURT MASTER (NSH)