

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 825 OF 2012

ASHA RANI

Petitioner(s)

VERSUS

VIKAS SAHNI

Respondent(s)

O R D E R

This is wife's petition seeking transfer of matrimonial case being H.M.A. No. 103 of 2011 from the Family Court, Saket, New Delhi to the Court at Nabha, District Patiala, Punjab.

2. Notice of the Transfer Petition was given to the respondent. In response thereto, respondent has appeared through his counsel and also filed counter affidavit in opposition to the Transfer Petition.

3. On November 30, 2012, at the request of the parties the matter was referred to the Supreme Court Mediation Centre. The Coordinator, Supreme Court Mediation Centre has sent his report on February 21, 2013. It appears therefrom that through the efforts of Ms. Kiran Bhardwaj, advocate-mediator, the parties have been able to resolve their disputes mutually.

4. The relevant clauses of the settlement entered into between the parties read as under :-

- . "5. That following cases are pending between the parties:-
  - . (i) Present T.P.(C) No. 825/2012 filed by the petitioner.
  - . (ii) H.M.A. No. 55 of 2010 U/s 9 of Hindu Marriage Act, 1995 filed by the petitioner against the respondent pending before Additional Civil Judge (Sr. Divn.), Nabha (Punjab).
  - . (iii) H.M.A. No. 103/2011 Petition U/s 13(1)(1-a) for Divorce filed by the Respondent against the petitioner pending before the Family Court, Saket, New Delhi
- . 6. Both the parties herein undertake to withdraw all the above pending cases besides all other pending petitions filed by them against each other before any court of law or any other forum within four weeks from today.
- . 7. Both the parties undertake that henceforth they would not file any criminal complaint or any case against each other or their family members with regard to the present matrimonial alliance. Both the parties also undertakes to withdraw any other pending cases, which have been filed against each other and/or their respective families.
- . 8. The Respondent, Mr. Vikas Sahni has further agreed to pay Rs. 12,00,000/- (Rupees Twelve Lakh Only) to Ms. Asha Rani, Petitioner herein as full and final settlement towards any past, present and future claim including her maintenance, stridhan and alimony etc. Ms. Asha Rani, the Petitioner herein would have no claim whatsoever in future with regard to the movable and/or immovable assets of the Respondent, Mr. Vikas Sahni and/or his family members hence forth. Similarly Mr. Vikas Sahni

shall have no claim whatsoever in future with regard to movable and/or immovable property of the petitioner Mrs. Asha Rani and/or her family members.

9. The Petitioner, Ms. Asha Rani and Respondent, Mr. Vikas Sahni shall jointly pray for decree of divorce and shall file an appropriate application before the competent court of law at Patiala (Punjab) on or before 31st March, 2013.
10. That the respondent Mr. Vikas Sahni has agreed to pay the aforesaid amount of Rs. 12,00,000/- (Rupees Twelve Lakh Only) in two installments. The first installment of Rs. 6,00,000/- (Rupees Six Lakh Only) shall be paid by the respondent to the petitioner by way of a demand draft at the time of recording of statement of First Motion. The second installment of Rs. 6,00,000/- (Rupees Six Lakh Only) shall be paid by the respondent to the petitioner by way of demand draft immediately after six months thereafter at the time of recording of the statement of Second Motion.
11. That it is further agreed between by the parties that both the parties shall look out for the keys of joint locker No. 962, at Indian Overseas Bank, Sector - 12, R.K. Puram, New Delhi, today and if found, they shall jointly go to the aforesaid Bank and operate the said locker tomorrow i.e. 20.02.2013. It is further agreed between the parties that whatsoever found in the said locker shall be retained by the petitioner and respondent shall not claim whatsoever.
12. That it is further agreed that if the keys of the aforesaid locker are not found, then both the parties shall jointly take steps to get complete the formalities for operating the said locker. The respondent has assured to cooperate with the petitioner for the operation of the said locker.
13. By signing this Agreement the parties hereto state 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.
14. The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth."

5. The undertaking given by the parties is accepted.
6. Transfer Petition is disposed of in terms of the above settlement.

.....J.  
( R.M. LODHA )

.....J.  
( J. CHELAMESWAR )

NEW DELHI; .....J.  
MARCH 8, 2013 ( MADAN B. LOKUR )  
ITEM NO.49 COURT NO.5 SECTION XVIA

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 (CIVIL.) NO(s). 825 OF 2012

ASHA RANI Petitioner(s)

VERSUS

VIKAS SAHNI Respondent(s)

(With appln(s) for stay and office report)

Date: 08/03/2013 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.M. LODHA  
HON'BLE MR. JUSTICE J. CHELAMESWAR  
HON'BLE MR. JUSTICE MADAN B. LOKUR

For Petitioner(s)

Ms. Amita Singh Kalkal, Adv. (NOT PRESENT)

For Respondent(s)

Ms. Geeta Luthra, Sr. Adv.  
Mr. Sanjeev Sahay, Adv.  
Mr. D.N. Goburdhan, Adv.  
Mr. Harish Malik, Adv.

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

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

|(Rajesh Dham)  
|Court Master

|(Renu Diwan)  
|Court Master

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(signed order is placed on the file)