

"1. That the first party (Dr. Aditya Shetty) has agreed to pay a sum of Rs. 75,00,000/- (Rupees Seventy Five Lacs only) to the second Party (Dr. Pooja Aditya Shetty @ alias Pooja Sharma) towards the full and final settlement between the parties. It has been further agreed between the parties that the First Party will pay the amount of Rs.75,00,000/- (rupees seventy five lacs only) to the Second Party within a period of four months from the date of vacation of restraint order by the Hon'ble Court of J.M.F.C. (III court) Mangalore, D.K. in MC No.42/2012, irrespective of the fact that the flats in question have been sold or not. It is further clarified that in case the amount of Rs. 75,00,000/- (rupees seventy five lacs only) is to be paid by the First Party out of his own funds without disposing off the properties in question then the first party should deposit the said amount of Rs. 75,00,000/- (rupees seventy five lacs only) in the joint SB account No. 142001011001229 maintained at Vijaya Bank, Kankanady Branch, Mangalore and none of the parties would be entitled to withdraw the amount except as detailed in Para 4A & 4B hereinbelow. Further, it has been agreed that once the amount is deposited in the aforementioned Bank Account, the same would be intimated to the second party by way of written communication and upon getting confirmation of such deposit in the said joint SB account the second party, would cease to have any right/interest in the flats in question and further, the Second Party would execute any documents as desired by the First Party for relinquishing her right/interest in the said properties as may be deemed appropriate and necessary by First Party. It is also agreed between the parties that the first party shall make payment to the second party out of the money held in the said joint SB account as per clause 4(A) and 4(B) mentioned here below.

2. It is agreed that both the parties shall jointly move the Hon'ble Supreme Court of India for the vacation of stay order dated 15.10.2012 passed by the Supreme Court in T.P. (Crl.) No. 375/2012. The parties agree that after the order dated 15.10.2012 is vacated by the Hon'ble Supreme Court, both the parties shall jointly move the Id. Court of J.M.F.C. (III court) Mangalore, D.K. requesting the said court for the vacation of the restrain order passed by the said court on 11.05.2012/18.05.2012 so that the flats in question could be sold by the First Party.

3. It is agreed between the parties that First Party is solely responsible for making efforts for the sale of the above said two flats. It is agreed that Second Party will give consent to the First Party for making efforts for the sale of said two flats and also agreed to execute the agreement for sale/sale deed as and when called upon to do so within the period of four months as stipulated hereinabove in 1st clause that is the First Party will make all efforts to sell the said two flats and realize the proceeds thereof within a maximum period of four months from the date of vacation of the restrain order passed by the learned court of J.M.F.C. (III court) Mangalore, D.K. or as agreed hereinabove in clause 1 that the First Party would make the payment of Rs. 75,00,000/- out of his own funds. In case the sale proceeds of the flats are received before expiry of four months in that eventuality, the sale proceeds of the two flats in question after clearing the dues and interest of VIJAYA BANK, KANKANNADY BRANCH, would be kept in the joint S.B. Account No. 142001011001229 (maintained by the first party and the second party) at the said bank and none of the parties would be entitled to withdraw the amount without the

consent and permission of the other party. It has been further agreed that both the parties would immediately intimate the Bank that the joint SB Account No. 142001011001229 shall be operated jointly with the signatures of both the parties.

4. That the amount of Rs. 75,00,000/- (rupees seventy five Lacs only) would be paid by the First Party to the Second Party in the manner and stages detailed herein below :

A. It is agreed that both the parties would jointly move the appropriate Court [Supreme Court of India (by way of an application either in T.P. (C) No. 830/2012 or T.P. (Crl.) No.375/2012) or High Court of Delhi under Section 482 of Cr.P.C.] for the quashing of the FIR No. 239 dated 30th August, 2012, P.S. Vasant Kunj North, South Delhi. The Second Party agrees to fully cooperate in getting the said FIR quashed. The First Party agrees to make the payment of Rs.35,00,000 (rupees thirty five Lacs only) to the Second Party and would hand over the said amount in the Hon'ble High Court at the time of quashing of the FIR.

B. Both the parties agree that after the quashing of the FIR, they would jointly move and file an application before the Hon'ble Supreme Court of India in T.P. (C) No. 830/2012 requesting court for passing of a divorce decree by way of mutual consent under its power given in article 142 of the Constitution of India. The First Party agrees to make the payment of Rs. 40,00,000 (rupees forty Lacs only) to the second party and would hand over the said amount in the Hon'ble Supreme Court to the Second Party at the time of grant of divorce to the parties by the Hon'ble Court.

5. That the parties have agreed that a copy of this agreement will be produced in all the above mentioned cases where the matter between the parties are pending and both the parties agree that both shall withdraw their respective cases filed against each other and their relatives within 30 days from the date of grant of divorce to the parties.

6. That the parties to the agreement further undertake that they will not pursue any case i.e. civil/criminal, which might be pending in any other Hon'ble Courts of law in respect of their matrimonial disputes between the parties (Dr. Aditya Shetty & Dr. Pooja Aditya Shetty) and which may not be in the knowledge of either one of them.

7. That it is further agreed that after the settlement and final decree of divorce by mutual consent, there will be no dispute whatsoever between them and they will not file any appeal, court case, litigation or proceedings against each other in respect of the marriage between them. That this settlement reached between them is full and final settlement of all the rights, claims, alimony and demands (present and future) of the parties against each other.

8. It is agreed between the parties that there shall be no further and/or future claims or demands of any kind including alimony and/or maintenance (past, present or future) whatsoever by either of the parties against each other. That there would be no claim of any nature whatsoever towards movable and immovable properties of the parties against each other.

9. That the consent of the parties to sign this agreement/settlement/compromise deed has not been obtained by force, fraud, coercion and/or undue influence. That there is no collusion between the parties to this agreement. It is the joint and mutual will of the parties that prevailed upon them for signing of this agreement/compromise/settlement deed on the terms and conditions stated herein in above.

10. That this agreement is being executed in good faith and shall remain binding on both the parties herein."

7. The petitioner-wife and respondent-husband are personally present in the Court. They submitted that order may be passed by this Court in terms of the agreement. They also told the Court that above agreement has been arrived at between them after due deliberations and in cool atmosphere.

8. Having regard to above, we are inclined to invoke our jurisdiction under Article 142 of the Constitution of India and pass the following order:-

(i) The marriage between petitioner and respondent is ordered to be dissolved and decree of divorce is passed.

(ii) It is recorded that respondent has paid to petitioner a sum of Rs. 40,00,000/- (Rupees Forty Lakhs Only) vide cheque No. 406112 drawn on Vijaya Bank, Kankanady, Mangalore.

(iii) The petitioner agrees and her undertaking is accepted that she would co-operate in getting the FIR No. 239 dated August 30, 2012 registered at Police Station Vasant Kunj North, South Delhi quashed on respondent's filing appropriate petition under Section 482 of the Code of Criminal Procedure before the Delhi High Court.

(iv) The undertaking given by the husband that at the time of quashing of the said FIR, he would pay a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) to the petitioner as agreed to by them in para 4(A) of the agreement is accepted.

(v) The undertaking given by the parties that the pending proceedings before any other court shall be withdrawn by them is also accepted.

9. Transfer Petitions and the interlocutory Application No. 2 of 2013 and Interlocutory Application No. 3 of 2013 stand disposed of. No costs.

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

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

NEW DELHI;J.
FEBRUARY 4, 2013 (MADAN B. LOKUR)

ITEM NOS.44 + 45 COURT NO.5 SECTION XVIA

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

TRANSFER PETITION (CRIMINAL) NO. 375 OF 2012

POOJA ADITYA SHETTY Petitioner(s)

VERSUS

ADITYA SHETTY Respondent(s)

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

WITH

TRANSFER PETITION (CIVIL) NO. 830 OF 2012

POOJA SHARMA Petitioner(s)

VERSUS

ADITYA SHETTY Respondent(s)

(With appln(s) for stay and I.A. Nos. 2 & 3 - joint appln. for disposal of
T.P. and for grant of divorce by mutual consent and office report)

Date: 04/02/2013 These Petitions were 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) Mr. Naresh Kaushik, Adv.
Mr. Sanjeev Kumar Bhardwaj, Adv.
Ms. Lalita Kaushik, Adv.
Ms. Rema Luthra, Adv.

For Respondent(s) Mr. Ranjan Kumar, Adv.
Mr. Rohini Kumar, Adv.
Mr. Alok Kumar Dwivedi, Adv.

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

Transfer Petitions and the interlocutory Application No. 2
of 2013 and Interlocutory Application No. 3 of 2013 stand 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)