

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (C)

No. 1017 OF 2011

JIGYASA KANCAL  
)

...

PETITIONER(s)

Versus

HARSH KANCAL  
)

.

RESPONDENT(s)

O R D E R

Heard Mr. Kailash Pandey, learned counsel for the petitioner and Dr. Vinod Kumar Tewari, learned counsel for the respondent.

2. On November 14, 2011, at the request of learned counsel for the parties, the matter was referred to the Supreme Court Mediation Centre where the parties have settled their dispute amicably. The settlement agreement November 29, 2011 reads as follows:

"1. Disputes and differences had arisen between the parties hereto and T.P. (Civil) No. 1017 of 2011 was filed before this Hon'ble Court by the petitioner Ms. Jigyasa for transferring Suit Case No. 609 of 2010 pending before the Learned Family Court, Meerut ( U.P.).

2. This Hon'ble Court vide order dated 14.11.2011 referred the matter for Mediation/Conciliation.

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3. Both the parties have agreed that Ms. Reema Bhandari, advocate would act as Mediator in the matter.

4. Ms. Reema Bhandari, advocate- mediator mediated in the matter. Comprehensive mediation sessions were held with both the parties, their family members and their respective counsel today i.e. on 29.11.2011.

5. Both the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this settlement in the presence of the Mediator.

6. That following cases are pending between the parties:

- (a) Present T.P. (C) No. 1017 of 2011 titled Jigyasa Kancal vs. Harsh Kancal.
- (b) Case No. 2441 of 2010 pending before Chief Metropolitan Magistrate, Dehradun under Section 498A.
- (c) Case pending U/s 125 Cr.P.C. for maintenance before Principal Judge, Family Court, Dehradun.
- (d) Case No. M-21/2010 under Domestic Violence Act pending before Chief Judicial Magistrate, Dehradun.

7. Both the parties hereto 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.

8. 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 undertake to withdraw any other pending cases, which have been filed against their families.

9. The respondent Sh. Harsh Kancal has further agreed to pay Rs. 9,50,000/- (Rupees Nine Lakh Fifty Thousand only) to the petitioner as full and final settlement towards any past, present and future claim including her maintenance, stridhan, alimony. The petitioner Ms. Jigyasa would have no claim, whatsoever, in future with regard to the movable and immovable assets of the respondent Mr. Harsh Kancal henceforth.

10. Both the parties agree that within 20 days of disposal of the Transfer Petition (C) No. 1017 of 2011 they shall move a joint application for decree of divorce by way of mutual consent in terms of the present compromise arrived between them.

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11. That Mr. Harsh Kancal has agreed to pay the aforesaid amount of Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand only) by way of a Demand Draft in the name "Jigyasa Gupta". The payment schedule is as under:-

- (I) Respondent shall pay to the petitioner Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) at the time of recording of the statement of the First Motion;
- (II) Respondent shall pay to the petitioner Rs. 3,00,000/- (Rupees Three Lakh Only) at the time of recording of the statement of the Second Motion;
- (III) Respondent shall pay to the petitioner remaining Rs. 3,00,000/- (Rupees Three Lakh Only) at the time of quashing of the petition under section 498A i.e. bearing No. 2441/2010 pending before Ld. Chief Metropolitan Magistrate, Dehradun filed by the petitioner/wife. It is clarified that the petitioner shall not proceed with the criminal complaint in the meantime.

12. Both the parties have submitted a list of articles which are marked as Annexures. The list given by the petitioner is marked as Annexure-A and the list given by the respondent is marked as Annexure-B. Both the parties have agreed to exchange the articles mentioned in their list on or before moving the court for First

Motion of Divorce. The petitioner will give the articles mentioned in Annexure-B given by the respondent and similarly the respondent will give the articles mentioned in the list which is marked as Annexure-A.

13. It is further agreed between the parties that the articles lying in the Locker No. 437, Central Bank of India, Sadar Bazar Branch, Meerut shall be opened in the presence of both the parties on the date of filing of First Motion at Meerut and the articles shall be exchanged accordingly between the parties as per the Annexures A and B.
14. 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.

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15. 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.

3. Annexures 'A' and 'B' referred to in the above settlement agreement are as follows:

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Annexure-A

LIST OF JEWELLARY/ARTICLES

(MS. JIGYASA KANCAL)

1. Remote (Home Theatre)
2. Camera Attachments (Cords)
3. Sofa set+ centre table + 2 side tables
4. Show pieces
5. Mandir + chowki
6. Inverter + battery + trolley
7. Washing Machine
8. T.V. Trolley
9. Microwave
10. Gas stove
11. Tawa (nonstick + simple)
12. 2 cooker
13. Steel Dinner set/Glass
14. 5 Steel Thalīs  
all crockery  
everything in bed boxes.
15. Dinner sets
16. Rice cooker
17. Hand blender
18. Thermos
19. Extra crockery Cutlery
20. Cups
21. Blower
22. 1 Steel balti + lid
23. Steel utensils
24. Hair dryer
25. Juicer Mixer Grinder
26. Toster + attachments
27. 2 Rajai
28. 2 Bedsheets

29. Bed covers
30. Kitchen Utensils
31. Large Containers Steel

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32. Dressing table
33. Fridge
34. Gifts Gold items.
35. 1 Gold chain given to the brother-in-law.
36. 1 pair of tops given to Sister-in-law.
37. All things in the locker minus the things listed on boy's list.

Annexure - B

LIST OF JEWELLARY/ARTICLES (MR. HARSH KANCAL)

1. Tops (1 gold)
2. Jhumka (1 gold)
3. Gold Set (3 tops and 3 necklace)
4. Bangles Gold - 4
5. Mang Teeka Gold - 1
6. Diamond Ring -1
7. Ring Gold -1
8. Moti Set - Gold -2
9. Paijeeb Set - 2
10. Bangles 1 gm gold - 4
11. Mangal Sutra - 1"

4. The dispute between the parties stands settled in terms of the above settlement agreement and in view thereof, Transfer Petition does not survive and is disposed of accordingly.

5. This disposes of Case No. 609 of 2010, Harsh Kancal vs. Jigyasa Kancal, pending before the Family Court, Meerut, U.P. as well.

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

.....J.  
(H.L. GOKHALE)

NEW DELHI  
JANUARY 2 , 2012.

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

TRANSFER PETITION (CIVIL.) NO(s). 1017 OF 2011

JIGYASA KANCAL

Petitioner(s)

VERSUS

HARSH KANCAL

Respondent(s)

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

Date: 02/01/2012 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.M. LODHA  
HON'BLE MR. JUSTICE H.L. GOKHALE

For Petitioner(s) Mr. Kailash Pandey, Adv.  
Mr. Ranjeet Singh, Adv.  
Ms. Pooja Marwaha, Adv.  
Mr. Sarvesh Singh, Adv. for  
Mr. K.V. Sreekumar, Adv.

For Respondent(s) Dr. Vinod Kumar Tewari, Adv.  
Mr. Pankaj Kumar Singh, Adv.

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UPON hearing counsel the Court made the following

O R D E R

Transfer Petition stands disposed of in terms of  
signed order.

(Pardeep Kumar)  
Court Master

(Renu Diwan)  
Court Master

[ SIGNED ORDER IS PLACED ON THE FILE ]