

IN THE SUPREME COURT OF INDIA
CRIMINAL/CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION(CRL.) NO. 324 OF 2022

RASHMI AKSHAY SHARMA

Petitioner(s)

VERSUS

AKSHAY AMARNATH SHARMA

Respondent(s)

WITH

TRANSFER PETITION (C) NO. 1199 of 2022

O R D E R

1. These petitions have been filed under Section 406 Cr.P.C. and Section 25 of the Code of Civil Procedure respectively seeking transfer of (i) C.C. No. 2/DV/2017 titled "Rashmi Akshay Sharma v. Akshay Amarnath Sharma" from the Additional Chief Metropolitan Magistrate 38th Court at Ballard Pier, Mumbai, Maharashtra to the Court of Chief Metropolitan Magistrate, Bengaluru Karnataka and Petition No. A-1738 of 2020 titled "Akshay Amarnath Sharma v. Rashmi Akshay Sharma from the Family Court, Bandra Mumbai, Maharashtra to the Court of Principal Judge Family Court, Bangalore, Karnataka.

2. Finding an element of settlement in the issue between the parties, this Court sent the parties for mediation

under the orders of this Court and the mediation was successfully conducted.

3. The terms of the settlement agreement reads as follows:-

"1. The parties have agreed that the Respondent Husband shall pay to the Petitioner wife a total amount of Rs.45,00,000/- (Rupees forty five lakhs only) as full and final settlement of all her claims past, present and future and permanent alimony and any other claims whatsoever including Istridhan against the Respondent and/or his family.

2. The aforesaid sum shall be paid to the Petitioner wife by the Respondent-husband in three instalments in the following manner:

(i) First instalment of Rs.10,00,000/- (Rupees ten lakhs only) has been paid by way of Cheque bearing No. 412207 dated 25.04.2023.

(ii) Second instalment Rs.15,00,000/- (Rupees Fifteen lakhs only) shall be paid by way of Demand Draft on 04.05.2023 in the presence of the Ld. Mediator at Supreme Court Mediation Centre.

(iii) Third instalment of Rs.20,00,000/- (Rupees twenty lakhs only) shall be paid before the Hon'ble Supreme Court on the parties moving a joint application under Article 142 of the Constitution of India.

It may be noted that the present agreement shall come into effect only on payment of the aforesaid sums.

3. It has been agreed that both parties shall jointly move application under Article 142 for passing a decree of divorce between the Parties by mutual consent before Hon'ble Supreme Court and for disposing

of the pending matters i.e.

(I) C.C. No. 2/DV/2017 is pending before ACMM, 38th Court, Ballard Pier, Mumbai filed by the Petitioner wife titled as Rashmi Akshay Sharma vs. Akshay Amarnath Sharma.

(II) HMA Petition No. 1738 of 2020 pending before Family Court, Bandra Mumbai, Maharashtra titled Akshay Amarnath Sharma vs. Rashmi Akshay Sharma.

4. Both parties solemnly undertake not to violate the above arrangement. If the arrangement is violated it would amount to contempt of the Hon'ble Supreme Court. Both parties hereby give their consent for dissolution of their marriage. The Parties have no objection to the disposal of the above mentioned cases.

5. Upon receipt of the aforesaid amount, petitioner-wife shall have no claim of any nature whatsoever present, past or future including permanent alimony and stridhan she further undertakes that she shall not file any case/complaint/proceeding of any nature whatsoever, against respondent-husband and his family members, similarly the respondent-husband undertake that he shall not file any case/proceedings against the Petitioner-wife.

6. The parties agree and undertake that they shall cooperate at all level and shall not level any allegation against each other and that they shall abide by the terms of this present settlement deed in its true sense and spirit.

7. They both undertake not to interfere in each others life in future and/or shall not malign each other and/or their family members or friends via social media and/or internet.

8. Both the parties agree that the present settlement has been entered into between the parties, of their own

free will and violation and without any force, pressure, coercion or undue influences and after understanding all the contents of this settlement agreement.

9. Save and except what has been agreed hereinabove, the parties have no other claim against each other with regards to any dispute/difference between the parties and the parties undertake that they will not institute any other legal or other proceedings in this regard.

10. The terms of the present settlement have been explained and understood by both the parties and the same have been filed voluntarily of their own free will after understanding the contents of the same and the Settlement Agreement so arrived would be binding on the parties.

11. Both the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above-mentioned and all other disputes and differences between them.

12. By signing of this Agreement, both parties hereto solemnly state and affirm that they have no other/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 this Mediation.

13. Both the parties undertake before the Hon'ble Supreme Court to abide by the terms and conditions set out in this settlement Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever hereinafter in future.

14. That both the parties have gone through the details of the aforesaid terms of settlement agreement and have understood the same and shall abide by the same.

15. That the parties are accordingly, signing this

settlement agreement by their free will.

4. As is evident from the settlement agreement dated 21.4.2023, the entire financial claims have been settled for Rs.45,00,000/- (Rupees forty five lakhs only). Para 2 of the Settlement Agreement, as extracted above, enjoins payment of Rs.45,00,000/- in three instalments. In terms of the said agreement, the first two instalments have already been paid. Today, the balance amount of Rs.20,00,000/- (Rupees twenty lakhs only), by way of demand draft No. 335947 dated 12.07.2023 drawn on Central Bank of India, has been handed over to the Petitioner, in the Court, to satisfy the condition.

5. In terms of the settlement agreement, on effecting the entire payment as agreed upon by the parties, the parties have to take steps for the disposal of the pending cases i.e. C.C. No. 2/DV/2017 titled "Rashmi Akshay Sharma v. Akshay Amarnath Sharma" pending before the Additional Chief Metropolitan Magistrate 38th Court at Ballard Pier, Mumbai, Maharashtra and Petition No. A-1738 of 2020 titled "Akshay Amarnath Sharma v. Rashmi Akshay Sharma pending before the Family Court, Bandra Mumbai, Maharashtra.

6. That apart, going by the settlement agreement, upon satisfaction of the financial commitment, the parties have to jointly file an application before this Court under Article 142 of the Constitution of India, seeking a decree of divorce by mutual consent.

7. Heard learned counsel on both sides. The parties are also present in person. Both of them would submit that all the conditions regarding payment have already been complied with and they are agreeable for the abrupt termination of the pending proceedings and in that regard sought quashment of the proceedings in C.C. No. 2/DV/2017 titled "Rashmi Akshay Sharma v. Akshay Amarnath Sharma" pending before the Additional Chief Metropolitan Magistrate 38th Court at Ballard Pier, Mumbai, Maharashtra. In view of the fact that the parties have amicably settled all the disputes between them, we are of the considered view that the prayer can be acceded. Accordingly, C.C. No. 2/DV/2017 stands quashed.

8. The marriage between the parties was solemnized on 12.06.2015. There is no issue born in the wedlock. The parties have been living separately since 18.12.2016. It is thus evident that their connubial relationship has irretrievably broken. In the said circumstances, we are

of the considered view that the transferring of the matter, being Petition No. A-1738 of 2020 titled "Akshay Amarnath Sharma v. Rashmi Akshay Sharma" to the Family Court for further consideration will not serve any useful purpose and it is a fit case where this Court can exercise power under Article 142 of the Constitution of India.

9. In the said circumstances, in exercise of the power under Article 142 of the Constitution of India, the marriage between the parties, which has taken place on 12.06.2015, is dissolved by grant of a decree of divorce by mutual consent under Section 13-B of the Hindu Marriage Act, 1955. A decree be drawn up accordingly.

10. In the said circumstances, further proceedings in Petition No. A-1738 of 2020 titled "Akshay Amarnath Sharma v. Rashmi Akshay Sharma" pending before the Family Court, Bandra Mumbai, Maharashtra has become inconsequential and unessential. Accordingly, in terms of this order, Petition No. A-1738 of 2020 stands closed.

11. Let this order be communicated to the concerned Family Court and also the other Court concerned, mentioned above, for the purpose of updating their records.

11. The Transfer Petitions and I.A. No.154607/2023 stand disposed of, as above.

12. Pending application(s), if any, shall stand disposed of.

....., J.
(C.T. RAVIKUMAR)

....., J.
(SUDHANSHU DHULIA)

NEW DELHI;
AUGUST 31, 2023.

ITEM NO.1

COURT NO.13

SECTION II-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)(Criminal) No(s). 324/2022

RASHMI AKSHAY SHARMA

Petitioner(s)

VERSUS

AKSHAY AMARNATH SHARMA

Respondent(s)

(mediation report has been received
IA No. 66436/2022 - EX-PARTE STAY
IA No. 66437/2022 - EXEMPTION FROM FILING O.T.)

WITH T.P.(C) No. 1199/2022 (IX)
(FOR EX-PARTE STAY ON IA 77594/2022
IA No. 77594/2022 - EX-PARTE STAY)

Date : 31-08-2023 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE C.T. RAVIKUMAR
HON'BLE MR. JUSTICE SUDHANSHU DHULIA

For Petitioner(s) Ms. Rashmi Malhotra, AOR
Mr. Shailinder Saini, Adv.
Mr. Rahul Sharma, Adv.

For Respondent(s) Mr. D. S. Chauhan, AOR
Ms. Ruchi Singh, Adv.
Mr. Riyaz Ahmad Bhat, Adv.
Mr. Riyaz Ahmad Bhatt, Adv.
Mr. Kushal Sharma, Adv.

Ms. Sadhana Sandhu, AOR
Mr. Shantanu Singh, Adv.
Mr. Arjun Singh, Adv.
Ms. Shikha Sandhu, Adv.

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

The Transfer Petitions and I.A. No.154607/2023 stand disposed of.

Pending application(s), if any, shall stand disposed of.

(DR. NAVEEN RAWAL)
ASTT. REGISTRAR-cum-PS

(MATHEW ABRAHAM)
COURT MASTER (NSH)

(Signed order is placed on the file)