

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRIMINAL) NO. 8 OF 2024

P1 : JYOTSNA MALHOTRA
P2 : SUMAN MALHOTRA
P3 : KULSHRESHTH KUMAR MALHOTRA PETITIONER(S)

VERSUS

JYOTI CHOUDHARY RESPONDENT(S)

ORDER

Heard learned counsel appearing for the parties.

2. The petitioner no.1 and the son of the respondent, who is also husband of petitioner no.1, are also physically present in the Court.

3. Pursuant to the matter being referred to mediation, a settlement has been arrived between the parties.

4. The said Settlement Agreement dated 20.01.2025 has been brought on record before this Court.

5. In terms of the Settlement Agreement dated 20.01.2025, the parties have jointly filed an application i.e., I.A.No.25584/2025 seeking invocation by this Court of the power under Article 142 of the Constitution of India, for dissolving the marriage between the petitioner no. 1 and son of respondent.

6. The petitioner no.1 and son of the respondent, who are present before this Court also confirm that the agreement has been entered into by both the parties as per their freewill

and without any coercion, duress or collusion.

7. The Settlement Agreement, reads as under:-

**" NOW, THEREFORE, THIS SETTLEMENT AGREEMENT
WITNESSETH AS UNDER: -**

1. The parties to the settlement are (i) Ms. Jyotsna Malhotra, w/o Mr. Nilabh Choudhary, custodial parent of Kiaan Choudhary, presently working as Customer Service Manager at ICICI Lombard, New Delhi, R/o 702, Swaran Jayanti Apartments, Sector-54, Golf Course Road, Gurugram- 122011, (ii) Mr. K.K. Malhotra, s/o Late Sh. D.D. Malhotra, R/o 702, Swaran Jayanti Apartments, Sector-54, Golf Course Road, Gurugram- 122011, (iii) Mrs. Suman Malhotra w/o Mr. K.K. Malhotra, R/o 702, Swaran Jayanti Apartments, Sector-54, Golf Course Road, Gurugram- 122011, (iv) DR10743W, Lieutenant Colonel (Dr.) Nilabh Choudhary, s/o Late Dr. Prahlad Kumar, R/o 1M-402, AWHO, Gurjinder Vihar, Greater Noida, Uttar Pradesh and (v) Smt. Jyoti Choudhary mother of Dr. Nilabh Choudhary R/o 1M-402, AWHO, Gurjinder Vihar, Greater Noida, Uttar Pradesh.

2. That both parties have agreed to the present settlement agreement after reading and understanding the same and putting the signatures on it, voluntarily, freely without any kind of undue influence, fraud, pressure or coercion whatsoever from any party or person.

3. That it is mutually agreed between the parties that a sum of Rs 30,00,000/- (Rupees Thirty Lacs Only) will be paid by the Second Party to the First Party. The amount of Rs 30,00,000/- (Rupees Thirty Lacs Only) will be paid by a Demand Draft as a full and final payment under the present settlement by the Second Party to the First Party in the Court, on the date of listing of the Application before Hon'ble Supreme Court of India. On the receipt of the aforesaid amount no

claim of the first party will be left against the Second Party and all disputes between them would be deemed to be settled.

4. That the first party undertakes that she shall not claim any other amount (apart from the sum mentioned in this agreement) towards alimony, temporary or permanent maintenance, streedhan, any share in the immovable property/properties of second party or his parents and relatives of second party or any other claims against the second party or his parents or any other relative of the second party. The parties have already exchanged all the belongings, clothes, and jewellery and therefore no claims regarding any article shall be made by either party or their family members in the future.

5. The first party shall also not claim in any manner towards the second party's place of work in the Indian Army, any financial claims, facilities, grievances in any form, whatsoever.

6. That the first and second party shall fully cooperate in making a joint application for deletion of the name of the First Party from Omega Branch, HDFC Bank, Greater Noida having Account no. 19071150006251 on the basis of the decree of divorce passed in the Application under Article 142 of the Constitution of India. The Parties shall also return any important documents held by either of them and no such document will be used for any claims, or legal proceedings.

7. Both parties to this Deed further agree not to file or pursue any criminal complaint or any other complaints against each other or each other's family members arising out of the present matrimonial dispute.

8. It is mutually agreed between the Parties that the sole custody of the minor son, namely Kiaan Choudhary, would remain with the First Party for

all times and purposes till he attains the age of majority, and the Second Party hereby undertakes and agrees that he would not claim the custody of the minor son till then.

9. It is further mutually agreed that the Second Party shall have no Visitation rights over the minor son and the same shall also not be claimed by the Second Party anytime till he attains majority. The First Party would be entitled to make all the decisions with respect to the child without any interference from the Second Party as the sole custody of the minor son lies exclusively with the First Party.

10. It is also agreed between the parties that all documents and communications pertaining to the minor son shall henceforth be sent exclusively to the First Party on her phone number 8884943131 and email id [jyotsnamalhotra31@gmail.com](mailto: jyotsnamalhotra31@gmail.com). The Second Party shall handover a copy of MCD birth registration certificate of the minor son at the time of filing of the Application under Article under 142 of the Constitution of India before the Hon'ble Supreme Court of India. The Second Party shall cooperate in the filing of all applications for changes in documents pertaining to the minor son, including applications for messages, OTP numbers to be sent concerning the minor son on the mobile, email id of the First Party.

11. That pursuant to the present settlement, the parties will not interfere in the life of each other in any manner and also will not make any allegations against each other and their respective family members.

12. It is further agreed between the parties that both the Parties shall sign the requisite Petitions/Applications/Affidavits and furnish requisite documents. The parties shall appear before this Hon'ble Court and do all acts that

may be necessary for ensuring the listing of the Application under Article 142 of the Constitution of India.

13. That both parties undertake that if either party violates any of the clauses of the present Settlement Deed, then the aggrieved party shall have the right to prosecute the defaulting Party and claim any relief available in accordance with law or equity.

14. That the terms of this settlement are final and binding between the parties. That Parties to this Settlement undertake that they shall duly perform and abide by all the terms and conditions as contained in this Settlement Agreement and in case of breach of any of the terms and conditions as envisaged herein above, the Parties are free to take appropriate legal action.

15. It is agreed between the parties that their marriage be dissolved by a decree of divorce by moving a joint application under Article 142 of the Constitution of India before the Hon'ble Supreme Court of India. It is also agreed between the parties that within ten (10) days from the date of signing this Agreement, they shall file the aforesaid joint Application before the Hon'ble Supreme Court of India.

16. That both the parties hereby undertake not to make any use of correspondence, photographs, or documents in their possession concerning their relationship, their child or the family, friends and associates. The parties hereby undertake not to make any abusive or offensive communication hereafter. The parties also undertake not to make public or misuse any photographs, videos, messages, correspondence, media, etc. in their power and possession, on date and in future, pertaining to each other against one another under any circumstances. Upon violation of this clause, the parties shall be free to take

available legal recourse.

17. This agreement shall be governed by the laws of India.

18. The contents of this settlement-agreement have been explained to all the parties through their respective counsels and they have understood the same."

8. In terms of the Settlement Agreement, the son of the respondent has handed over Demand Draft of Rs.30,00,000/- (Rupees Thirty Lakhs), bearing no.418020 dated 11.02.2025 drawn on State Bank of India, to the petitioner no.1, which has been accepted by her.

9. In view thereof, the present petition stands disposed of in the aforementioned terms with the observation that the parties shall strictly abide by the terms and conditions of the Settlement Agreement as recorded herein above.

10. After the order was passed, on a query of the Court, as to whether the parties have agreed to give a quietus to the litigation *inter se* between the parties, the answer is in the affirmative. However, no such details are either given in the Settlement Agreement or any prayer made to close them.

11. Be that as it may, though, it is unfortunate, but in the larger interest of justice, we deem it appropriate to pass the following order(s), in terms of the stand taken before this Court:-

(I) The following proceedings pending *inter se* between the parties stand closed:-

(A) A petition for divorce under Section 13 of the Hindu Marriage Act, 1955, bearing HMA No. 614/2021 as filed by the Second Party against the First Party is pending before the Family Court, Patiala House Courts.

(B) A petition seeking maintenance under Section 125 of Code of Criminal Procedure, 1973 bearing MT No. 140 of 2022 filed by First Party against the Second Party is pending before Family Court, Patiala House Courts.

(C). The present Transfer Petition bearing T.P. No. 8 of 2024 filed before Hon'ble Supreme Court of India by the First Party against Smt. Jyoti Choudhary, mother of the Second Party seeking transfer of CC No. 28805 of 2023 filed under the Domestic Violence Act, 2005 from Gautam Buddha Nagar, Uttar Pradesh to Patiala House Courts, New Delhi.

(D). A petition filed by the Second Party under Sections 7, 9, and 25 of the Guardianship and Wards Act, 1890 along with the Hindu Minority & Guardianship Act, 1956 seeking sole and exclusive custody of the child, which is pending before Ld. Additional Principal Judge, Gurugram.

(II) The following proceedings pending *inter se* between the parties stand quashed:-

(A) A petition bearing CC No. 874 of 2023 filed under the Domestic Violence Act, 2005 by the First Party against the Second Party, pending before Mahila Court, Patiala House Courts. An application filed under

Section 340 CPC filed by the First Party against the Second Party in CC No. 874 of 2023.

(B) A petition bearing CC No. 28805 of 2023 under the Domestic Violence Act, 2005 filed by Smt. Jyoti Choudhary, mother of the Second Party against the First Party, pending before the Court of CJ (JD) FTC-II, Gautam Buddha Nagar, Uttar Pradesh.

(C). A complaint case bearing CC No. 04 of 2024 filed by the Second Party against the First Party pending before Judicial Magistrate (Mahila Court), Patiala House Courts.

(D). Complaint filed in CAW Cell on 02.07.2022 at Delhi Cantt Police Station, under Sections 498A, 406, and 34 of the Indian Penal Code, 1860, now registered as FIR No. 0396/2023 dated 02.12.2023.

12. We further make it clear that in terms of the Settlement Agreement, the rights of the child, vis-a-vis, the properties of his father i.e., Shri Nilabh Choudhary, shall not cease, pursuant to our order or the Settlement Agreement.

13. In view of the aforesaid, we are of the considered opinion that the marriage between the parties having reached the stage of irretrievable breakdown, this is a fit case to invoke the powers vested in this Court under Article 142 of the Constitution of India and dissolve the marriage to do complete justice between the parties. Thus, it is declared that the marriage between the petitioner no. 1, Jyotsna

Malhotra and Shri Nilabh Choudhary, son of Smt. Jyoti Choudhary (Respondent), is dissolved by mutual consent.

14. The Registry shall draw a decree of divorce in terms of this order and the Settlement Agreement.

15. Office is directed to send a copy of this order to the concerned Courts, before which the cases/complaints/proceedings, are pending. The parties shall also approach the concerned Courts in this regard.

16. The present Transfer Petition as also the Interlocutory Application being No.25584 of 2025, shall stand disposed of accordingly.

17. Pending application(s), if any, stands disposed of.

.....J.
(AHSANUDDIN AMANULLAH)

.....J.
(PRASHANT KUMAR MISHRA)

NEW DELHI
18th MARCH, 2025.

ITEM NO.4

COURT NO.17

SECTION II

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). 8/2024

JYOTSNA MALHOTRA & ORS.

PETITIONER(S)

VERSUS

JYOTI CHOUDHARY

RESPONDENT(S)

MEDIATION REPORT HAS BEEN RECEIVED.

IA No. 25584/2025 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 3130/2024 - EX-PARTE STAY

IA No. 3132/2024 - EXEMPTION FROM FILING O.T.

IA No. 25581/2025 - INTERVENTION/IMPLEADMENT

Date : 18-03-2025 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH
HON'BLE MR. JUSTICE PRASHANT KUMAR MISHRA

For Petitioner(s) Ms. Yoothica Pallavi, AOR
Mrs. Rekha Bakshi, Adv.

For Respondent(s) Mr. Amish Aggarwala, AOR
Mr. Karan Ahuja, Adv.
Ms. Alka Nupur Singh, Adv.
Mr. Kuldeep Jauhari, Adv.
Mr. Anubhav Tyagi, Adv.
Ms. Ekta Mudgil, Adv.
Ms. Manisha Yadav, Adv.
Ms. Samta Sharma, Adv.
Mr. Sahil Ahuja, Adv.
Mr. Satish Kumar Trapathi, Adv.
Mr. Sarthak Chugh, Adv.
Mr. Prashant Joshi, Adv.
Ms. Manju Aggarwal, Adv.
Mr. Vedansh Lohani, Adv.

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

The transfer petition stands disposed of in terms of signed order.

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

(VARSHA MENDIRATTA)
COURT MASTER (SH)

(ANJALI PANWAR)
COURT MASTER (NSH)

(Signed order is placed on the file)