

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 97 OF 2023

DR. MANAM RAVI MEHRA

PETITIONER

VERSUS

DR. NANDYALA VISHWANATH

RESPONDENT

ORDER

1. The petitioner-wife has filed the present petition under Section 25 of the Code of Civil Procedure, 1908 seeking transfer of a petition for divorce filed by the respondent-husband under Section 13(1) (ia) of the Hindu Marriage Act, 1955 bearing FCOP No. 1608/2021 titled as Dr. Nandyala Vishwanath s/o Nandyala Narayana vs Dr. Manam Ravi Mehra w/o Dr. Nandyala Vishwanath pending before the Judge, Family Court, City Civil Court at Hyderabad, Telangana to the Court of the Principal Judge, Family Court Bandra, Mumbai, Maharashtra.
2. During the pendency of the transfer petition, the parties were referred to the Supreme Court Mediation Centre. In the process of mediation, the parties have arrived at a settlement which is reduced into writing by way of the Settlement Agreement dated 12th May, 2023, which has been forwarded by the Supreme Court Mediation Centre.
3. We have examined the Settlement Agreement dated 12th May, 2023. The same has been signed by both the parties, duly witnessed by two witnesses and bears the signatures of the learned Mediator. Both the parties have arrived at a comprehensive full and final settlement. Through the said Settlement Agreement, it has been agreed that the petitioner-

wife would receive a sum of ₹20,00,000/- from the respondent-husband in six monthly installments w.e.f. 15th June, 2023, for an amount of ₹5,00,000/- payable on 15th June, 2023 and subsequently ₹3,00,000/- per month starting from 15th July, 2023 till 15th November, 2023. The petitioner-wife and the respondent-husband have agreed to exchange the gold/jewellery articles, etc., received as gifts from their family members/relatives/friends/well wishers, as per a list annexed to the Settlement Agreement and marked as Annexure -1. This exchange shall take place between the parties on or before 15th November, 2023 in Mumbai.

4. It has been further agreed that as a consequence of the settlement, all the pending litigations between the parties would be brought to an end and their marital relationship having irretrievably broken down, this Court be requested to exercise its power under Article 142 of the Constitution of India and dissolve the marriage between the parties, solemnized on 10th February, 2019.

5. The Settlement Agreement dated 12th May, 2023 arrived at between the parties is taken on record, made a part of the order. In view of the above settlement, the proceedings initiated by the parties against each other shall stand closed/quashed wherever the cases are pending. A copy of this order shall be produced before the concerned court(s). The respondent-husband shall make digital payments as agreed upon in the Settlement Agreement. Similarly, the jewellery and gifts shall be exchanged between the parties, as agreed.

6. A joint request is made for dissolution of marriage. Learned counsel for the parties point out that the marriage of the parties was solemnized on 10th February, 2019 and by the end of the very same year, the parties had parted company. There is no issue from the wedlock.

7. Having regard to the fact that the parties have been in litigation and residing separately since the end of 2019, their marriage is reduced to a dead letter. Accordingly, we deem it appropriate to invoke the powers vested in this Court under Article 142 of the Constitution of India and dissolve the marriage solemnized between the petitioner-wife and the respondent-husband on 10th February, 2019, to serve the ends of justice. A decree of dissolution shall be drawn up subject to fulfilment of the terms and conditions agreed upon between the parties and recorded in the Settlement Agreement dated 12th May, 2023.

8. Henceforth, the parties shall not have any claim against each other, whatsoever, in respect of the matrimonial dispute. It is, however, open to the parties to approach this Court in the event of non-payment of any installment or non-compliance of any of the terms of the Settlement Agreement.

9. The transfer petition is disposed of along with pending application(s), if any.

.....J.
(HIMA KOHLI)

.....J.
(RAJESH BINDAL)

**NEW DELHI;
31st AUGUST, 2023**

ITEM NO.4

COURT NO.11

SECTION XII-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)(Civil) No(s). 97/2023

DR. MANAM RAVI MEHRA

Petitioner(s)

VERSUS

DR. NANDYALA VISHWANATH

Respondent(s)

(IA No. 8925/2023 - EXEMPTION FROM FILING O.T.
IA No. 8921/2023 - STAY APPLICATION)

Date : 31-08-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MS. JUSTICE HIMA KOHLI
HON'BLE MR. JUSTICE RAJESH BINDAL

For Petitioner(s) Mr. Dharam Juman, Adv.
Mr. Purushottam Kumar Jha, Adv.
Mr. Varun Singh, AOR
Mr. Mihir Nerurkar, Adv.

For Respondent(s) Mr. D. Abhinav Rao, AOR
Ms. Prerna Robin, Adv.
Mr. Rahul Jajoo, Adv.
Mr. Devadipta Das, Adv.

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

The transfer petition is disposed of along with pending
application(s), if any, in terms of the signed order.

(Geeta Ahuja)
Assistant Registrar-cum-PS

(Signed Order is placed on the file)

(Nand Kishor)
Court Master (NSH)