

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 79 OF 2024

SAMRUDDHI GUJARATHI

PETITIONER(S)

VERSUS

MITUL NITIN SHAH

RESPONDENT(S)

O R D E R

1. The petitioner-wife has filed the transfer petition, under Section 25 of the Code of Civil Procedure, 1908, before this Court seeking transfer of Divorce Petition instituted by the respondent-husband being M.C. No. 6775 of 2023 titled as "Sri. Mitul Nitin Shah vs. Smt. Samruddhi Gujarathi" pending before the Court of Principal Judge at Bengaluru, Karnataka to the Court of Principal Judge, Family Court at Nashik, Maharashtra.

2. During the pendency of this Transfer Petition, the parties were referred to the Supreme Court Mediation Centre *vide* order dated 02.05.2024. By virtue of the mediation, the parties have arrived at a settlement and they have decided to part ways on certain terms and conditions which are delineated in the settlement agreement dated 07.06.2024 which has been digitally signed by both the parties and physically by the Mediator, copy

of which has been filed by the Supreme Court Mediation Centre.

3. Learned counsel for the respective parties submitted that a joint application under Article 142 of the Constitution has been filed seeking dissolution of the marriage between the parties by a decree of divorce by mutual consent.

4. As per the joint application, certain cases, mentioned in paragraph 3 of the joint application are to be withdrawn by the parties.

5. Further, as per the joint application, the terms and conditions as set out in Settlement Agreement dated 07.06.2024 for dissolution of marriage by mutual consent are relevant and therefore reproduced as under:

"4A. That the Respondent-husband shall pay the Petitioner- Wife a total sum of Rs. 40,00,000/- and One Diamond Ring towards full and final settlement of all her claims towards her permanent alimony, stridhan, maintenance (past, present, future) and any other claim whatsoever.

B. That the parties have agreed that the Petitioner-Wife will return to the Respondent-Husband some jewellery articles lying in her custody as per list as under:

- i. Diamond Gold Mangal Sutra
- ii. One Diamond Gold Bracelet
- iii. Diamond Gold Necklace and Earrings
- iv. Diamond Gold Ring
- v. Gold Top and Pendant
- v. Silver Jodve and Paijan

C. It is agreed by the parties that the Respondent-husband shall pay first installment amount of Rs. 20,00,000/- in favor of Petitioner-Wife with Diamond ring by way of RTGS/NEFT payment on or before 15.06.2024 at Common place at LTMCC Hospital Sion Mumbai -400022 decided by both the parties.

D. It is agreed by the parties that the Petitioner-Wife shall handover the jewellery articles as per the list in para 4 clause B to the Respondent Husband within 10 days after receiving the first installment of Rs. 20,00,000/- at mutually decided place by the parties.

E. That the Respondent-Husband shall pay second installment an amount of Rs. 20,00,000/- in favour of Petitioner-Wife by way of RTGS/NEFT payment on or before 10.07.2024 in the State Bank of India, Saving Bank Account No. 33416100986, IFSC Code No. SBIN0011669.

F. It is agreed between the parties that the Respondent-Husband shall withdrawn the Petition M.C. No. 6775/2023 before the Family Court at Bangalore on or before 20.07.2024 after payment of Settlement Amount. The Respondent-Husband also withdraws all the allegation made in the M.C. No. 6775/2023 against the Petitioner-Wife and his family.

G. As per the settlement agreement, in case this Hon'ble Court does not grant permission under Article 142 of Constitution of India to dissolve the marriage between the parties, the parties shall obtain divorce by way of mutual consent before the Nashik family Court.

H. That as per the mutual consent the parties shall not defame each other or post any content about each other on social media or any other platform. If any common photo or message has been posted on social media by any of parties the same has to be deleted forthwith. If any kind of private photo, message, recording they have about each other all those photos, messages, recordings must be deleted forthwith.

I. That the Petitioner and the Respondent have agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute in future. It is also agreed by the parties that they shall not interfere in the life of each other and the consent of the parties have not been obtained by fraud, undue pressure, duress or undue influence or any threat whatsoever.

J. That the parties have agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute in future.

K. That subject to the aforesaid terms, the parties have resolved all the disputes amicably in relation to the marriage and have been left with no claims against each other or their respective family members.

L. It is agreed by the parties that no further claims or demands against each other including maintenance, or any movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.”

6. We have taken the Joint Application and Settlement Agreement dated 07.06.2024 on record. Having considered the matter in detail and having perused the Settlement Agreement & Joint Application which is also supported by the affidavits of Ms. Samruddhi Gujarathi (petitioner-wife) and Mr. Mitul Nitin Shah (respondent-husband), we are of the view that this is a fit case for this Court to exercise its power under Article 142 of the Constitution of India to dissolve the marriage between the parties. Consequently, the marriage between the parties which was solemnized on 17.03.2023 at Nashik, Maharashtra stand dissolved by a decree of divorce by mutual consent.

7. The terms of settlement as indicated in para 4(A to L) of the Joint Application are made as a part of record.

8. It is further directed that the parties shall abide by the terms of this settlement implicitly.

9. In view of the above, Transfer Petition and Joint Application being I.A. D. No. 187350 of 2024 are disposed of. The Registry will draw a decree in the aforesaid terms.

10. Pending applications(s), if any, are disposed of.

.....J.  
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.  
[SANDEEP MEHTA]

NEW DELHI;  
AUGUST 30, 2024

ITEM NO.1

COURT NO.14

SECTION IV-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). 79/2024

SAMRUDDHI GUJARATHI

Petitioner(s)

VERSUS

MITUL NITIN SHAH

Respondent(s)

([MEDIATION REPORT RECEIVED]  
IA No. 8708/2024 - STAY APPLICATION)

Date : 30-08-2024 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA  
HON'BLE MR. JUSTICE SANDEEP MEHTA

For Petitioner(s) Dr. Arvind S. Avhad, AOR  
Mr. Sushil Sonkar, Adv.  
Mr. Abhishek Krishna, Adv.

For Respondent(s) Mr. Amish Aggarwala, AOR  
Mr. Kuldeep Jauhari, Adv.  
Ms. Antara Mishra, Adv.  
Ms. Alka Nupur Singh, Adv.  
Mr. Karan Ahuja, Adv.  
Mr. Anubhav Tyagi, Adv.  
Mr. Vedansh Lohani, Adv.  
Ms. Manisha Yadav, Adv.  
Ms. Nikita Bhardwaj, Adv.  
Ms. Ekta Mudgil, Adv.  
Ms. Samta Sharma, Adv.  
Mr. Sahil Ahuja, Adv.  
Mr. Satish Kumar Tripathi, Adv.  
Ms. Manju Aggarwal, Adv.  
Mr. Sanjeev Kumar, Adv.  
Mr. Harsh Goyal, Adv.  
Mr. Paramveer Deswal, Adv.

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

The Transfer Petition and Joint Application being I.A. D. No. 187350 of 2024 are disposed of in terms of the Signed Order.

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

(KAPIL TANDON)  
COURT MASTER (SH)

(NIDHI WASON)  
COURT MASTER (NSH)

(Signed Order is placed on the file)