
(2018) 01 SC CK 0071

SUPREME COURT OF INDIA

Case No: T.P.(C) No 373 of 2017

SNEHA PARIKH

APPELLANT

Vs

MANIT KUMAR

RESPONDENT

Date of Decision: Jan. 16, 2018

Acts Referred:

- Indian Penal Code, 1860 - Section 34, 406, 498A, 506
- Hindu Marriage Act, 1955 - Section 13, 13(B)(i), 13(B)(ii), 13(B)(2)

Citation: AIR 2018 SC 575 : (2018) 4 SCC 501 : : (2019) AllSCR 207 : (2018) 2 ACJ 19 : (2019) 1 RAJ 21 : (2018) 2 SCC(Cri) 566

Hon'ble Judges: Dipak Misra, A.M. Khanwilkar, Dr. D.Y. Chandrachud

Bench: Division Bench

Advocate: Priya Hingo Rani, Rajiv Narayan, Azim H. Laskar, Dhiraj Singh Panwar, Chandra Bhushan Prasad, Tushar Bakshi

Final Decision: Disposed Off

Judgement

1. This Court vide order dated 9.11.2017 had directed the parties to appear before the Supreme Court Mediation Centre on 16.11.2017.

Thereafter, they appeared and the mediation proceedings continued. The learned Mediator has recorded the settlement, which has been arrived at

between the parties. The settlement agreement reads as follows:-

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between petitioner-wife Sneha Parikh, w/o Mr. Manit Kumar D/o Shri Mayur Parikh, R/o

Flat No. 8-103, Swapna Puri, CHS, Jivala Pada, Thakur Village, Kandivali (E), Mumbai-400101, Maharashtra and Mr. Manit

Kumar S/o Shri Mahinder Kumar Kathuria, R/o D/874, New Friends Colony, New Delhi-110025.

The marriage between the petitioner-wife and the respondent-husband was solemnized as per Hindu rites and customs on 10.2.2015

at Delhi. Because of disputes temperamental differences both the parties started residing separately since October, 2015.

The petitioner-Sneha Parikh lodge the complaint against the respondent and his family members, where upon a case crime registration

no. 386/2016 was registered at P.S. Samta Nagar, Mumbai under Sections 498A, 406, 506(2), 34 IPC.

There is no issue out of this wedlock and the parties are living separately since October, 2015. The respondent-husband has filed a

petition H.M.A. No. 1002 of 2016 under Section 13 of the H.M.A. The same is pending before the Principal Judge, Family Courts,

Saket District Court, New Delhi and thereafter the petitioner-wife has filed the present Transfer Petition for the transfer of the above

divorce petition filed by the respondent-husband.

The Hon"ble Supreme Court vide its order dated 9.11.2017 was pleased to refer the matter to the Supreme Court Mediation centre.

Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective counsels on today

i.e. on 16.11.2017.

Both the parties hereto have arrived at an amicable mutual settlement on the following terms and conditions for dissolution of marriage

by mutual consent and for quashing of the Crime Registration No. 386 of 2016 at P.S. Samta Nagar, Mumbai against the respondent

and his other family members:

1. That is is agreed between the parties that they shall jointly pray for dissolution of marriage and quashing of Crime Registration No.

386 of 2016 at P.S. Samta Nagar, Mumbai against the respondent and his other family members as well as disposing of all the matter

between the parties before the Hon"ble Supreme Court at the time of next date of hearing invoking the inherent power under Article

142 of the Constitution for grant of divorce by mutual consent as both the parties are staying separately for the last more than 2 years

and there is no hope for reunion/reconciliation.

2. The respondent-husband has agreed to pay a total sum of Rs.18,00,000/- (Rupees Eighteen Lacs Only) to the petitioner-wife

towards full and final settlement of all her claims towards alimony, maintenance (past, present and future), Stridhan, belongings and

any other claim whatsoever. That out of this an amount of Rs.6,00,000/- (Rupees Six Lakh Only) has already been paid/deposited

by the respondent in the Court of Hon'ble Session Judge Dhindoshi District Court, Mumbai in Crime Registration No. 386 of 2016

while hearing on the anticipatory bail application No. 1077 of 2016 titled as Manik Kumar & Ors. vs. State of Maharashtra and the

petitioner has already received/withdrawn the said amount of Rs.6,00,000/- (Rupees Six Lakh Only). Hence, the respondent has to

pay only the balance amount of Rs.12,00,000/- (Rupees Twelve Lakh Only) to the petitioner. It is agreed that the said amount shall

be paid in the following manner:-

(a) That out of the aforesaid amount Rs.6,00,000/- (Rupees Six Lacs Only) will be paid by demand draft/bankers cheque in the

name of Sneha Mayur Parikh at the time of recording the statement of the parties in the divorce petition under Section 13(B)(2) of

H.M.A.

(b) That balance/final amount of Rs.6,00,000/- (Rupees six lacs only) will be paid by demand draft/bankers cheque in the name of

Sneha Mayur Parikh at the time of quashing of FIR/Crime Registration No. 386 of 2016 at P.S. Samta Nagar, Mumbai against the

respondent and his other family members.

3. That it is agreed between the parties that the partnership firm with the name and style of M/s. Visual Echoes in which both the

petitioner and respondent (petitioner and respondent 10% share of petitioner and 90% share of respondent) are partners is non

functional since approximately last 2 years. However, the parties have agreed to sign a dissolution deed on or before next date of

hearing before this Hon"ble Court. In the event if any liability arises with regard to the aforesaid partnership firm the respondent has

agreed to be liable for the same and the petitioner will not be accountable for any such liability.

4. That the parties have further agreed in case where the application, under Article 142 of Constitution of India mentioned above is

not accepted by this Hon"ble Court, the parties shall file a joint petition for divorce within two weeks under Section 13(B)(i) and (B)

(ii) for grant of decree of divorce by mutual consent before the competent Court at Saket, Delhi, as the marriage of the parties was

solemnized at Delhi. That the respondent and his other family members will file the quashing petition before the Hon"ble High Court at

Mumbai for quashing of Crime Registration No. 386 of 2016 at P.S. Samta Nagar, Mumbai against the respondent and his other

family members within 4 weeks from the date of divorce. The petitioner has agreed to cooperate in quashing of the aforesaid

FIR/Crime Registration No. 386 of 2016.

5. That in case the Hon"ble Supreme Court is pleased to allow the application filed under Article 142 of Constitution of India and

grant divorce and quash the FIR, then the respondent-husband shall pay the entire balance amount of Rs.12,00,000/- (Rupees

Twelve Lakh Only) to the petitioner-wife before this Hon"ble Court during the course of hearing.

6. That in case there is any other case/complaint pending before any Court/Authority filed by any of the parties involved in any of the

case filed against each other or their family members apart from cases detailed in the present agreement with regard to this

matrimonial dispute, shall be withdrawn by the respective parties within one month from the signing of this agreement.

7. That the petitioner and the respondent have agreed that none of them would initiate any other legal action or complaint against each

other or against the family members of each other with regard to this matrimonial alliance.

8. Subject to the aforesaid terms, the parties have resolved all the dispute amicably in relation to the marriage and have been left with

no claims against each other and/or their respective family members.

9. By signing this Agreement the parties hereto solemnly state and affirm 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.

10. The parties undertake 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.

11. The contents of this settlement-agreement have been explained to all the parties through their respective counsels and the parties

have understood the terms of the settlement agreement.

2. We have perused the settlement agreement. In the course of hearing, learned counsel for the parties submitted that this Court may grant divorce

and quash the First Information Report (FIR) lodged by the petitioner-wife, forming the subject matter of Crime Registration/FIR No. 386 of 2016

registered at Police Station Samta Nagar, Mumbai, for offences punishable under Section 498A, 406 and 506(2) read with Section 34 of the

Indian Penal Code (IPC).

3. We have also been apprised that the amount of Rs.12,00,000/- (Rupees twelve lacs only) has been paid to the petitioner-wife today.

4. In view of the aforesaid, we think it appropriate to direct that the marriage between the parties stands dissolved on consent. It is ordered

accordingly.

5. As all other disputes have been put to rest, we think it appropriate to quash the Crime Registration/FIR No. 386 of 2016 registered at Police

Station Samta Nagar, Mumbai, for the offences punishable under Section 498A, 406 and 506(2) read with Section 34 of the IPC. We appreciate

the efforts made by the learned Mediator to convince the parties and make them arrive at the settlement.

6. The transfer petition is accordingly disposed of. Pending interlocutory applications, if any, also stand disposed of.