

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 833 OF 2019

MADHURI JAJOO ... Petitioner(s)

VERSUS

MANOJ JAJOO ... Respondent(s)

O R D E R

This is a petition filed under Section 25 of the Code of Civil Procedure, 1908 seeking transfer of the divorce petition F.C.O.P. No. 2775 of 2018 pending on the file of the XV ADJ -cum- Family Court Judge, Kukkatpally, Ranga Reddy District, Telangana to the District and Sessions Court, Alipore, Kolkatta.

By an order dated 23.09.2019, this Court referred the parties to the Supreme Court Mediation Centre. The Supreme Court Mediation Centre conducted mediation and the parties have now reached to an amicable settlement. The settlement agreement dated 05.11.2019 reads as follows :-

"SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Ms. Madhuri Jajoo W/o Mr. Manoj Jajoo D/o Shri Ramlal Mundhra, R/o 5/7, Burra Shibtaila Main Road, Flat No.3, Shailja Towers-1, Kolkata-700038 (hereinafter referred to as the 'First Party') and Mr. Manoj Jajoo S/o Shri Vijay Kumar Jajoo R/o 102, Bharani Residence Plot 62-63, Green Hamlet Kondapur, Hyderabad-500081 (hereinafter referred to as the 'Second Party')

The marriage between the parties to the Settlement Agreement was solemnized as per Hindu

rites and customs at Kolkata on 31.05.2001. That out of the said wedlock there is one female child, namely 'Saloni Jajoo' aged about 15 years, born on 15th October, 2004. Irreconcilable differences between the parties have caused the irremediable breakdown of their marriage and they separated on or about 06.04.2018 and since then have been living separately.

That vide order dated 23.09.2019 passed by Hon'ble Mr. Justice L. Nageswara Rao and Hon'ble Mr. Justice Hemant Gupta, this matter was referred to the Supreme Court Mediation Centre.

That comprehensive mediation sessions collectively as well as separately were held between the parties on 27.09. 2019, 23.10.2019 and today i.e. 05.11.2019 and the parties have voluntarily entered into a final settlement agreement on the following terms & conditions:-

1. Both the parties hereto confirm and declare that they have, voluntarily and of their own free will have decided not to live together as husband and wife and have arrived at this Settlement in the presence of the Mediator. Both the parties have decided to part ways by divorce through mutual consent for which the parties through their Advocates shall file appropriate application(s) before the next date of hearing in the Transfer Petition(C) No.833/2019 pending adjudication before the Hon'ble Supreme Court.
2. The parties shall jointly request and pray for divorce by mutual consent under Article 142 of the Constitution of India before Hon'ble Supreme Court of India and for withdrawing and quashing all cases filed by the parties against each other and their family members. The parties shall file a joint application before by 05.05.2020
3. In case the Hon'ble Supreme Court grants divorce under Article 142 of the Constitution of India, the second party shall pay an amount of Rs. 57,50,000 (Rupees Fifty Seven Lakh Fifty Thousand only) to the First Party in her name "Madhuri Jajoo" by way of Electronic Modes as full and final settlement on account of her stridhan, maintenance, alimony past present and future. This amount to be paid by the Second Party to the First Party. On or before 15.11.2019, the First Party shall intimate the bank account

number and other RTGS details through Counsel/AOR to the second party/ Counsel/AOR, in which the Second shall remit the said amount. The mode of payment is detailed as below :-

- i) RTGS/Online Transfer for an amount of Rs. 25,00,000 (Rupees Twenty Five Lakh only) on or before 25.11.2019 to the First party Ms. Madhuri Jajoo.
 - ii) RTGS/Online Transfer for an amount of Rs. 16,00,000 (Rupees Sixteen Lakh only) on or before 05.02.2020 to the First party Ms. Madhuri Jajoo.
 - iii) RTGS/Online Transfer for an amount of Rs. 16,50,000 (Rupees Sixteen Lakh Fifty Thousand only) on or before 05.05.2020 to the First party Ms. Madhuri Jajoo.
4. That the parties to the agreement agree and undertake to withdraw all the cases/FIR/Complaints etc. Or any other civil or criminal case pending against each other and their family members in any Court of Law or forum in India. The description of the cases as given as under :-
- i. A.C. No.1601 of 2019 under Section 23 and 12 of the Protection of Women from Domestic Violence Act, 2005 titled Madhuri Jajoo Vs. Manoj Jajoo & Ors. pending before ACJM, Alipore, Kolkata, West Bengal.
 - ii. ACM No.274 of 2019 under Section 125 Cr.P.C., pending before the Ld. ACJM, Alipore, Kolkata, West Bengal filed by the First Party against the second party.
 - iii. FCOP No.2775 of 2018 titled as Manoj Jajoo Vs. Ms. Madhuri Jajoo pending before the Ld.
 - iv. P.S.Case No. 53 of 2019, Police Station -Hehala, Kolkata, dated 28.02.2019 under Sections 498A, 406 and 34 of the IPC lodged by First party against the Second Party and his family members.
5. Both parties agree that the Second Party will have permanent custody of the child namely Saloni Jajoo.
6. However, the mother, First Party shall be entitled to have visitation rights to the child.

The visitation shall be in accordance with the prior consent of the Second Party and also keeping in view the academic calender and other obligation of the child. The First Party shall Co-operate with the Second Party and the child in reference to any applications or documents for her academic purposes of otherwise.

7. It is also agreed that both parties shall conduct themselves in proper manner and treat each other with dignity and shall not speak ill or cast any aspersions about each other.
8. Both the parties agree and undertake that they have settled all their disputes and grievances amicably against each other and against their family members. Further, they shall not file any proceedings, whether criminal or civil against each other or their family members in any forum or stake any claim on the movable or immovable, joint or ancestral, self acquired or HUF properties of the either party or their family.
9. It is agreed between the parties that they shall withdraw all the respective cases filed by them against each other and shall take all steps to put an end to all civil/criminal litigation existing between the parties.
10. Both the parties undertake that henceforth they will not file any civil/criminal complaint or any case against each other or their family members with regard to the present matrimonial alliance/dispute.
11. The party shall close the joint locker maintained at S.B.I., Kothaguda, Hyderabad on or before 15.12.2019. The First Party shall visit the said branch on or before 15.12.2019 with prior intimation to the Second Party and the Second party shall also visit the said branch along with First Party to close the said joint locker. The contents of the locker, if any, shall belong to the First Party.
12. 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.
13. The parties undertake before this Hon'ble Court

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.

14. Terms of Settlement agreement have been read over and explained in detail to both the parties in English and vernacular language in the presence of their respective counsels present today during mediation.

That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will to comply the same as agreed above."

Under the terms of the settlement, a joint application has been made by the parties in I.A. No. 52648 of 2020 praying for a decree of dissolution of marriage by mutual consent by invoking jurisdiction under Article 142 of the Constitution of India.

Under the terms of the settlement, a sum of Rs.57,50,000/- (Rupees fifty seven lac fifty thousand only) is liable to be paid by the respondent (husband) to the petitioner (wife). The learned counsel for the respondent states that the entire amount has been paid. This is also confirmed by the learned counsel for the petitioner. The petitioner and the respondent are also present through the video conferencing. The petitioner wife Ms. Madhuri Jajoo confirmed the receipt of the entire amount. Therefore, the transfer petition is disposed of to the following effect :

1. The marriage solemnized between the parties on 31.05.2001 shall stand dissolved by a decree of divorce by mutual consent.

2. All the proceedings pending before all courts between the parties shall stand closed/disposed of/quashed in terms of the settlement agreement.
3. Since the entire payment is recorded in the settlement agreement has been paid, the parties have no further or other obligations against each other.

The transfer petition is, accordingly, disposed of.

....., J.
(V. Ramasubramanian)

New Delhi;
June 12, 2020.

