

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

Transfer Petition(Civil) No.2058/2025

VIKRAM

Petitioner(s)

VERSUS

PRIYA

Respondent(s)

O R D E R

1. We are informed that the parties have been able to arrive at an amicable settlement before the Supreme Court Mediation Centre.
2. The Settlement Agreement dated 29-11-2025 has been reduced into writing duly signed by the parties, their respective counsel including the learned Mediator.
3. The Settlement Agreement reads thus :-

"SETTLEMENT AGREEMENT"

This Conciliated Settlement Agreement is entered into and executed on this day of 29th November 2025 at New Delhi, India.

BY AND BETWEEN

Ms. Priya Chauhan, D/o Mr. Mansingh Chauhan, aged around 30 years old, R/o Kushwaha Market, Dev Academy Hansari, P.S. Premanagar, Jhansi, Uttar Pradesh - 284135, hereinafter referred to as "First Party/Priya");

AND

Mr. Vikram/ Vikarm, S/o Mr. Arun Veer, aged around 37 years old, R/o 303, Silver Oak Green Valley, Wanowri, Pune, Maharashtra - 411040 (hereinafter referred to as "Second Party/Vikram")

[The expressions First Party and Second Party (hereinafter collectively referred to as "Parties"), unless repugnant to the context, shall mean and include their respective legal heirs, nominees, assigns, representatives etc.]

1. **WHEREAS** the marriage of the Parties was solemnized according to Hindu rites and customs, under the Hindu Marriage Act, 1955 on 30.06.2021 at Novotel Hotel, Viman Nagar, Pune, Maharashtra;
2. **WHEREAS** the Parties are wife and husband and they have not begotten any children out of this wedlock;

3. WHEREAS the First Party and the Second Party have not been cohabiting together as wife and husband, or having any conjugal relations since 14.12.2023; their marriage has broken down owing to their irreconcilable differences; and there is no possibility of the First Party and the Second Party to live together in the future as wife and husband;
4. WHEREAS the First Party filed a Petition seeking decree of divorce under Section 13(i) and (iii) of the Hindu Marriage Act, 1955 ("Divorce Petition") against the Second Party, before the *Ld. Principal District & Sessions Judge, Family Courts, Jhansi, Uttar Pradesh* bearing Case No. 116/2025 titled '*Priya Chauhan v. Vikram*', which is currently pending adjudication and is next listed on 06.12.2025;
5. WHEREAS the Second Party approached the Hon'ble Supreme Court through a Transfer Petition bearing T.P.(C) No. 2058/2025 titled '*Vikram v. Priya*' ("Transfer Petition") against the First Party seeking transfer of the Divorce Petition from *Ld. Family Courts, Jhansi* to *Ld. Family Courts, Pune*, on various grounds;
6. WHEREAS the Hon'ble Supreme Court issued notice in the Transfer Petition on 10.09.2025 and issued notice to the First Party - who filed her Counter Affidavit in the Transfer Petition on 07.10.2025;
7. WHEREAS the Transfer Petition was listed before the Hon'ble Supreme Court on 08.10.2025 whereby the Hon'ble Court referred the Parties to mediation to explore the possibility of an amicable settlement of matrimonial dispute between them;
8. WHEREAS the Supreme Court Legal Services Committee appointed the undersigned Mediator to facilitate the Parties in resolving their disputes;
9. WHEREAS after two meetings and mediation sessions on 10.11.2025 (virtual) and 15.11.2025 (physical) under the guidance of the *Ld. Mediator*, the Parties have voluntarily arrived at this Conciliated Settlement Agreement ("Agreement") without any undue force, pressure, or threat from any corner whatsoever, with the intent to bring a quietus to their disputes, and agree to divorce each other on the following terms and conditions, that are now being reduced into writing. Both the Parties have agreed to bind themselves to the terms detailed hereunder and the First Party and the Second Party shall seek dissolution of their marriage by mutual consent under provisions of the Hindu Marriage Act, 1955 (as amended up to date) before a Competent Court of Law in terms of the present Agreement after fulfilment of the stipulations contained in the present Agreement. It is agreed that time shall be of essence with regard to the mutual divorce and performance of all the obligations that are required to be performed by either Party.

THIS SETTLEMENT AGREEMENT THEREFORE WITNESSETH AS UNDER:

A. Divorce

1. The Parties acknowledge that their marriage has irretrievably broken down and that there remains no possibility of reconciliation. Accordingly, the Parties mutually agree to dissolve their marriage and obtain a decree of divorce by mutual consent in accordance with the provisions of the Hindu Marriage Act, 1955 before the Competent Court of law.

B. Alimony

2. The Parties have mutually agreed to settle all their past, present and future claims or demands whatsoever qua each other and their family members, including all the claims of stridhan, future maintenance, permanent or temporary alimony etc. of either Party against the opposite Party. The First Party states and acknowledges that the Second Party is not in possession of any item of jewelry or stridhan given to her on or during the course of her marriage.

3. The First Party has volunteered to give up her right of 'Alimony' in any form and 'Spousal Maintenance' from the Second Party under this Agreement. She is not, and will not, claim alimony or spousal maintenance from the Second Party either now or in the future. She irrevocably and unconditionally releases the Second Party from any and all claims in connection with her marriage to the Second Party prior to the execution of this Agreement or related thereto.

C. Movable Properties

4. The First Party and Second Party hold a joint Savings Account with HDFC Bank Limited, Wanowrie Branch, Pune, Maharashtra ("the Bank") bearing Account No. 50100433942119. The First Party is registered under Customer ID 112103448 whereas the Second Party under Customer ID 62908011.

5. The First Party and Second Party also hold and operate one joint safe deposit locker with the Bank bearing having Locker No. 207 and Key No. 263 linked with the aforesaid Customer IDs.

6. It has been agreed between the Parties that the First Party shall unequivocally relinquish, release and disclaim all her rights, title, claims and interests in the said Savings Account and Locker (including all articles/items lying therein). That as on the date of the execution of this Agreement, the articles/items belonging to the Second Party is lying in the Locker, and the First Party has no claim, right, interest, title in the said articles.

7. It has been agreed between the Parties that the First Party shall handover the physical custody and peaceful possession of the locker keys bearing Key No. 263 to the Second Party at the time of execution of the present Agreement. The First Party shall have no claim whatsoever over the locker contents from the date of execution of this Agreement.

8. The First Party undertakes to execute, sign and submit all requisite forms, applications, declarations and documents as may be required by the Bank for (i) deletion of her name from the above-mentioned Savings Account; and (ii) deletion of her name and operational rights from the above-mentioned Locker. Such formalities shall be completed within 21 days from the date of execution of this Agreement. The Second Party shall cooperate in completing such formalities as may be necessary, including visiting the Bank and providing No-Objection Certificate, if required.

9. Upon handover of the Locker Key by the First Party and deletion of her name from Bank records, the Second Party shall be the sole and exclusive owner and operator of the said Locker. The Second Party shall be fully responsible for the contents of the Locker and maintenance thereof. The First Party shall have no claim, right, title or interest in the contents of the said Locker, and shall not be responsible for any loss, damage, breakage, misplacement, theft or any other consequences arising out of or in relation to the said Locker or its contents thereafter.

D. Immovable Properties

10. The Parties wish to make no changes in their holdings. The Parties disclaim and waive off any and all rights and interests in each asset acquired by the other, either before or after the signing of the present Agreement.

11. Both parties further state that they are in complete and exclusive possession of all their identity and financial documents and neither party has any claim over the others' documents.

12. That each Party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a Will which has been duly registered, and executed after the signing of this Agreement.

13. That other than what has been set out in the present Agreement, both Parties agree and undertake that they have, and shall have, no claim over the right, title, or interest qua any property, saving, or investment in the other Party's name as on date, under any circumstances now or at any point of time in the

future. They affirm and recognize that each Party is the sole and exclusive owner with full title, possession, and ownership of all their assets, including those not listed in the present Agreement. That both Parties agree and undertake that they have no jointly shared assets as on date.

14. All assets acquired by either Party after the signing of this Agreement shall be the separate property of the Party acquiring them. Each Party disclaims and waives any and all rights and interest in each asset acquired by the other after the signing of this Agreement.

E. Pending Cases

15. Pursuant to the execution of the present Agreement, the Parties undertake to move a joint application in T.P.(C) No. 2058/2025 titled 'Vikram v. Priya' pending before the Hon'ble Supreme Court, seeking dissolution of their marriage by the Hon'ble Court under Article 142 of the Constitution of India, 1950, and making all necessary statements, as may be required by the Court of law.

16. The First Party agrees to withdraw the Divorce Petition bearing Case No. 116/2025 titled 'Priya Chauhan v. Vikram' pending before the Ld. Principal District & Sessions Judge, Family Courts, Jhansi, Uttar Pradesh within a period of two weeks from the passing of the decree of divorce by the Hon'ble Supreme Court.

F. Binding nature

17. That both Parties agree and undertake that the present Agreement between the Parties is a full and final settlement of all their past, present, and future expenditures, claims, rights, and disputes and all their respective claims against each other; and they undertake not to make any claims or initiate any further litigation or proceedings against each other/family members, of any nature whatsoever, against each other in future, subject to the fulfilment of all the terms and conditions mentioned in the present Agreement.

18. The First Party and Second Party declare that they have no claim of whatsoever nature against each other in respect of any immovable properties, or movable properties and assets and items.

19. The Parties are conscious of the fact and agree that these consent terms be filed before the Hon'ble Supreme Court in the captioned matter and shall form a part of the decree of divorce.

20. That it has also been agreed between the Parties that they will adhere to the terms and conditions of this Agreement and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other and sign all the relevant documents required for the purposes of obtaining divorce by mutual consent, subject to the fulfilment of terms and conditions mentioned in the present Agreement.

21. That the contents of this Agreement have been read over to the Parties and the terms of this Agreement have been explained to them. The Parties declare that they have had access to legal counsel and legal advice and have read and signed this Deed of Settlement with a complete understanding of the meaning, consequences and effect of all the terms and covenants agreed to hereinbefore. Both the Parties have understood the terms and undertake the same to be true and to be governed by them.

22. That both the Parties have executed this Agreement without perpetuation of any force, undue influence or coercion from any quarter, and both the Parties shall be estopped in law from assailing the validity of any clause / term of the Agreement all the ground of the same being void or unlawful.

23. Both the Parties will not interfere in each other's personal life in any manner. The Parties further undertake not to interact with each other or write or publish against each other in any manner including but not limited to phone, internet, social media such as Facebook LinkedIn, Instagram, WhatsApp, etc. or through their common friends. Both the Parties undertake not to share, transmit or publish photographs of each other to any third person. The Parties will not enter either party's residence, wherever it may be or disturb the peace either at the place of work or the society where they reside, beyond what has been specified in this Agreement.

24. That in case any provision in this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

25. That this Agreement shall be governed by and construed in accordance with the laws of India.

26. The Parties agree and undertake to be bound by the terms of the present Agreement. The Parties further agree and undertake that they shall not resile from or dispute this Agreement in the future.

27. The Parties hereto state that they have no further claims or demands against each other as all

the disputes and differences between the Parties have been amicably settled hereto through the process of Conciliation."

4. The original Settlement Agreement is ordered to be taken on record and the same shall be kept with the record of this case.

5. Parties are directed to abide by the terms and conditions of the Settlement Agreement without fail.

6. This is one of the rare settlements we have come across over a period of time wherein nothing has been demanded by the wife from her husband. On the contrary, the wife has handed-over the gold bangles which were gifted to her at the time of her marriage. We are told that these bangles belong to the mother of the husband.

7. We appreciate this kind gesture which is very rare to be seen now-a-days.

8. In such circumstances, referred to above, we dissolve the marriage between the parties in exercise of our powers under Article 142 of the Constitution of India.

9. All proceedings between the parties, civil and criminal, stand terminated.

10. The Registry shall draw a decree accordingly in terms of the Settlement Agreement.

11. With the aforesaid, the Transfer Petition stands disposed of.

12. Pending applications, if any, also stand disposed of.

.....J
(J.B. PARDIWALA)

.....J
(K.V. VISWANATHAN)

NEW DELHI
11TH DECEMBER, 2025.

ITEM NO.4

COURT NO.7

SECTION XI

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(Civil) No.2058/2025

VIKRAM

Petitioner(s)

VERSUS

PRIYA

Respondent(s)

[SETTLEMENT AGREEMENT RECEIVED]

(IA No. 179735/2025 - EXEMPTION FROM FILING O.T. & IA
No. 179734/2025 - STAY APPLICATION)

Date : 11-12-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) :

Mr. Sagar Pahune Patil, AOR
Mr. Mihir Raje, Adv.

For Respondent(s) :

Ms. Vrinda Bhandari, AOR
Ms. Vanshita Gupta, Adv.

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

1. The Transfer Petition stands disposed of, in terms of the signed order.
2. Pending applications, if any, also stand disposed of.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)

(Signed Order is placed on the file)