

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION**

TRANSFER PETITION (CIVIL) NO.2695 OF 2023

AASTHA SHARMA

Petitioner(s)

VERSUS

MINIEE R SINGH & ANR.

Respondent(s)

O R D E R

1. We have perused the Settlement Agreement dated 12th March, 2024 signed by the petitioner, first respondent and the second respondent as well as by the advocate for the respondents. The petitioner and the second respondent are wife and husband respectively. A perusal of the Settlement Agreement shows that the petitioner-wife and the second respondent-husband have agreed to start staying together as wife and husband within a period of one month from 12th March, 2024. The learned counsel appearing for the petitioner and the second respondent state, on instructions, that the parties have started cohabiting together in terms of sub-clause (vii) of clause 1 of the Settlement Agreement. The learned counsel appearing for the parties requested the Court to dispose of the petition in terms of the Settlement Agreement.

2. Clauses 1 to 5 of the Settlement Agreement read thus:

"1. Both the parties hereto have arrived at an amicable mutual settlement on the following terms and conditions:-

(i) Both the parties hereto confirm and declare that they have, voluntarily and of their own free will, decided to resume their marital life as husband and wife.

(ii) The Petitioner-wife undertakes to end the existing dispute and live together as husband and wife with love and respect for each other.

(iii) Both the parties have also agreed to forgive and forget past differences and start their life afresh and henceforth live peacefully and happily.

(iv) It is further agreed between the parties that the Respondent No. 2-husband and Petitioner -wife alongwith his child will join matrimonial home place mutually decide.

(v) Both the parties undertake to give due respect to each other and maintain dignified behaviour towards each other and their respective families.

vi) Subject to the aforesaid terms, the parties have resolved all their disputes amicably and have agreed that they will not have any further grievances against each other or their respective family members.

(vii) Both the parties hereby undertake to fulfill all matrimonial obligations and responsibilities once the Respondent-husband brings back his wife within one month from today i.e. 12.03.2024.

2. The following cases pending between the parties is as under:-

(I) Case No. 534 of 2023 titled as Anmol Deep Singh Vs. Astha Singh filed by the Petitioner under Section 13 H.M.Act, pending before Principal Judge, Family Court, Tis Hazari, Delhi.

(II) C.T 407 of 2023 titled as Astha Sharma Vs. Anmol Deep Singh under D.V. Act, pending before the Court of Matrimonial Magistrate, Tis Hazari Family District Delhi, filed by the Petitioner.

(III) Maintenance Case No. 437 of 2022 titled as Astha Singh Vs. Anmol Deep Singh pending before the family Court, Tis Hazari Court, Delhi.

(IV) Misc Case No. 196 of 2023 titled as Mrs. Miniee R Singh vs. Aastha Sharma pending before the Ld. Judicial Magistrate, Vikas Nagar, Dehradun, Uttarakhand.

3. It is also agreed between the parties that they shall withdraw all the respective cases mentioned in para -2 filed by them against each other and respective family members and shall take all steps to put an end to all civil/criminal litigation existing between the parties within a period of one month after the disposal of the present transfer petition by the Hon'ble Supreme Court.

4. This agreement has been executed by both the parties out of their freewill and without any coercion, duress or collusion. The parties hereby undertake to abide by the terms and conditions set out in the above mentioned Agreement.

5. The said agreement has been explained to the parties in vernacular and they have understood the same."

3. There is an Addendum to the Settlement Agreement executed on 6th May, 2024. Clauses 1 to 6 of the Addendum read thus:

"1. Mrs. Aastha Sharma (Singh) daughter of Shri Mukesh Sharma and Wife of Mr. Anmoldeep Singh resident of House No. 1635, 2nd Floor, Gali Laheswa, Bazar Sitaram, Delhi 110 006 hereinafter referred to as the First Party;

AND

2. Mr. Anmoldeep Singh S/o Rattandeep Singh Rio 50, Sardar Fam1, Shankarpur, Hakumatpur, P.O. Rampur, District Vikas Nagar, Dehradun hereinafter referred to as the Second Party;

AND

3. Mr. Rattan deep Singh S/o Sardar Sarbans Singh R/o 50, Sardar Farm, Shankarpur, Hakumatpur, P.O. Rampur, District Vikas Nagar, Dehradun hereinafter referred to as the Third Party;

AND

4. Mrs. Miniee R. Singh w/o Rattandeep Singh Rio 50, Sardar Farm, Shankarpur, Hakumatpur, P.O. Rampur, District Vikas Nagar, Dehradun hereinafter referred to as the Fourth Party. WHEREAS

(i) The First and Second Parties are husband and wife and their marriage was solemnized on 31.10.2020 at Delhi;

(ii) Out of the said wedlock one girl child Umika Singh, now aged about two years was born on 09.02.2023;

(iii) Owing to differences between the first and the Second Parties, the First Party had left the matrimonial home on 21.09.2022. and thereafter filed several cases against the Second, Third and Fourth parties hereto;

(iv) With the Intervention of the Hon'ble Supreme Covrt of India as well as the Supreme Co1.,1rt Mediation Centre, the parties were able to resolve their disputes and differences and decided to stay together as husband and wife and In this behalf entered Into a Settlement Agreement dated 12.03.2024;

(v) After signing of the said Settlement Agreement, the parties hereto came to learn about the registration of FIR No. 325 dated 01.12.2023 under Sections 498N406134 IPC at P.S. Havz Qazi, based on the complaint by the First Party;

(vi) In view of the Settlement Agreement and in view of the fact that the First Party has already returned to her matrimonial home and is now residing happily with the Second Party and his family members, the First Party does not wish to pursue this case under FIR No. 325 dated 01.12.2023 under Sections 498N406/34 IPC at P.S. Hauz Qazi and has agreed to have the same quashed and/or set aside on the terms and conditions more particularly set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1) The parties agree and confirm that all the cases mentioned in paragraph 2 of the Settlement Agreement dated 12.03.2024 filed by the parties against each other have been withdrawn and that other than the present case under FIR No. 325 dated 01.12.2023 under Sections 498A/406/34 IPC at P.S. Hauz Qazi, there is no other case or complaint which is pending before any authority whatsoever.

2) The parties agree that the First Party is residing with the Second Party and his family members along with the minor girl child and that there is no problem of any nature whatsoever and that she has happily settled back into her matrimonial life and as such is no longer interested in pursuing FIR No. 325 dated 01.12.2023 under Sections 498N406/34 IPC at P.S. Hauz Qazi.

3) The parties agree that they shall sign necessary documents and file appropriate proceedings and if required appear before the Hon'ble Supreme Court of India for quashing of FIR No. 325 dated 01.12.2023 under Sections 498A/406/34 IPC at P.S. Hauz Qazi and in this regard sign, execute and file all necessary applications, petitions etc. as may be necessary for the purpose of quashing of the aforesaid First Information Report.

4) All other terms and conditions of the Settlement Agreement dated 12.03.2024 remain unchanged and continue to bind the parties hereto.

5) This Addendum to the Settlement Agreement has been executed by the parties out of their free will and without any coercion, duress or collusion. The parties hereto undertake to abide by the terms and conditions hereof.

6) The present Addendum has been explained to the parties in vernacular and they have understood the same."

4. In view of resumption of cohabitation by the petitioner and the second respondent, the cases mentioned in clause 2 of the Settlement Agreement dated 12th March, 2024 stand disposed of. By consent of the parties, First Information Report No.325/2023 dated 1st December, 2023 registered at Police Station Hauz Qazi, District Central Delhi, New Delhi and the proceedings based thereon are also quashed.

5. The Transfer Petition is disposed of in terms of the Settlement Agreement dated 12th March, 2024 and Addendum to the Settlement Agreement executed on 6th May, 2024.

6. We compliment the petitioner and the second respondent for taking a very reasonable stand and putting an end to the matrimonial dispute.

.....J.
(ABHAY S.OKA)

.....J.
(UJJAL BHUYAN)

NEW DELHI;
May 08, 2024.

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Transfer Petition(s)(Civil) No(s). 2695/2023

AASTHA SHARMA

Petitioner(s)

VERSUS

MINIEE R SINGH & ANR.

Respondent(s)

(IA No. 208125/2023 - EX-PARTE STAY)

Date : 08-05-2024 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ABHAY S. OKA
HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s)

Ms. Akanksha Mehra, AOR
Ms. A. Sahitya Veena, Adv.
Mr. Himanshu Tyagi, Adv.
Mr. Vipin Singh Bansal, Adv.

For Respondent(s)

Mr. Gaurav Kejriwal, AOR

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

The Transfer Petition is disposed of in terms of the
signed order.

Pending application also stands disposed of.

(ANITA MALHOTRA)
AR-CUM-PS

(AVGV RAMU)
COURT MASTER

(Signed order is placed on the file.)