

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 4541 OF 2019
(@ SPECIAL LEAVE PETITION (CIVIL) NO. 30555 OF 2013)

PRAVEEN SINGH RAMAKANT BHADAURIYA ...APPELLANT(S)

VERSUS

NEELAM PRAVEEN SINGH BHADAURIYA ...RESPONDENT(S)

J U D G M E N T

R. BANUMATHI, J.

Leave granted.

2. Being aggrieved by the judgment and order dated 29.05.2013 passed by the High Court of Allahabad in Second Appeal No. 641 of 2013, in which the High Court has dismissed the appeal preferred by the appellant and thereby declining to dissolve the marriage.

3. The appellant and the respondent were married on 07.05.1998. A girl child was born out of the said wedlock and she is now aged about 18 years. Due to strained relationship, the parties are living separately. The appellant-husband has filed a suit for dissolution of marriage before the Family Court, Mumbai, which was subsequently transferred to Etawah District Court, Uttar Pradesh. The Trial Court dismissed the divorce petition filed by the appellant by judgment dated 09.11.2009. The

appeal preferred by the appellant was also dismissed by the District Court by the judgment dated 29.11.2012. The High Court also dismissed the second appeal preferred by the appellant-husband. Being aggrieved, the appellant is before us.

4. We have heard Mr. Ashok Mathur, learned counsel appearing on behalf of the appellant as well as Mr. Rajesh Aggarwal, learned counsel appearing on behalf of the respondent.

5. When the matter was pending before this Court, the parties were referred to mediation and the parties have amicably settled the matter. The parties have also filed a separate application agreeing for dissolution of marriage by mutual consent invoking the powers under Article 142 of Constitution of India. As per the settlement between the parties, the appellant-husband has agreed to pay Rs.10,00,000/- (Rupees ten lakhs) to the respondent-wife (paid today by way of post-dated cheque No. 000278 drawn in favour of respondent-wife viz. Neelam Singh dated 11th May, 2019 drawn on Bank of Baroda) in full and final settlement of her claims towards monthly maintenance past, present and future and in full quit of all other claims. Additionally, the appellant has agreed to pay Rs.3,00,000/- by way of FDR in the name of the daughter payable within a period of three months from today. He has also agreed to contribute another one lakh at the time of solemnization of the marriage of the daughter. The parties have also agreed that all the pending

cases between the parties shall be withdrawn or they will agree for quashing the respective cases.

6. Since the parties have amicably settled the matter, considering the facts and circumstances of the case, in exercise of our power under Article 142 of the Constitution of India, the marriage of the appellant and the respondent solemnized on 07.05.1998 is dissolved. The following terms of Compromise between the parties shall form part of this judgment which reads as under:

"4. Both the parties hereto, had earlier arrived at an amicable mutual settlement on the following terms and conditions for divorce by mutual consent, before the mediation centre.

5. It was agreed between the parties that they will pray for withdrawing/quashing before the Hon'ble Court/s to dispose of/quash the following pending cases, as mutually settled:

i. In the Court of CJM, Etawah, UP Case No. 1537/2009 Neelam vs. Pravin (under Section 125 CrPC) including its appeal before Allahabad High Court.

ii. In the Court of ACJM, Etawah, Case No. 186 of 2009 Neelam Vs. Pravin (under Domestic Violence Act)

iii. Before Special Anti Dakait Magistrate Case No. 323 of 2006 Praveen Vs. Ramender.

iv. Case under Section 396 IPC pending before Hon'ble High Court of Allahabad, Uttar Pradesh.

v. Before CJM Etawah Case No. 65

of 2002 Neelam vs. Pravin & others
under Section 498A IPC.

vi. Before ACJM , Etawah, Case No.
506 of 2002 Neelam Vs.Pravin &
Others under Section 406 IPC

vii. Any other case amongst the
parties before any other courts, if
any.

6. The parties shall pray before the
Hon'ble Court for the passing of the decree
of divorce by mutual consent invoking the
powers under Article 142 of the Constitution
of India.

7. The petitioner-husband had agreed to
pay Rs.10,00,000/- (Rupees Ten Lacs only) to
the respondent-wife viz. full and final
settlement of all her claims towards monthly
maintenance past present and future,
stridhan, belongings and any other claim
whatsoever.

8. The applicant wife desired a further
sum for the marriage and educational expenses
for her daughter to be deposited in the
shape of FDR in the name of daughter "Janhavi
Singh". When the said aspect was brought to
the knowledge of this Hon'ble Court in last 2
hearings, it was orally agreed upon by the
opposite side; and the matter was adjourned
for filing the necessary documents.

8A. One FDR of Rs.3,00,000/- (Rupees three
lakhs) shall be paid to daughter within three
months and Rs.1,00,000/- (Rupees one lakh)
shall be paid at the time of marriage of the
daughter".

7. So ar as other cases are concerned, as and when the
application is made before the concerned Court, the concerned
Court shall pass the appropriate orders in view of the
settlement arrived at between the parties.

8. In case of non-compliance of the terms of compromise,

the parties would be liable for contempt of this Court in addition to other remedies available under law.

9. The Registry shall draft the decree accordingly.

10. The appeal is disposed of in above terms.

.....J.
[R. BANUMATHI]

NEW DELHI
1ST MAY, 2019

.....J.
[S. ABDUL NAZEER]