Redacted by NyayVidhan (matrimonial case): the parties' names (shown as S and A on nyayvidhan.in), the date of the marriage, the towns of the courts and the police station, and the numbers and dates of the FIR and the lower-court cases are withheld. Text otherwise as issued by the Court.

2026 INSC 960

REPORTABLE

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 553 OF 2026

...PETITIONER

VERSUS

...RESPONDENTS

O R D E R

1. The present transfer petition has been filed by the petitioner-wife seeking transfer of H.M.A. No. of 2025 which was instituted by the respondent-husband under Section 9 of the Hindu Marriage Act, 1955 (hereinafter, "HMA") seeking restitution of conjugal rights, from the Court of Principal Judge, Family Court, District Court, New Delhi to the Family Court, , Rajasthan or any other competent court at , Rajasthan.

2. The marriage between the parties was solemnised on according to Hindu rites and rituals. No child was born to the parties out of the said wedlock.

3. Differences arose between the parties and around May 2023, the petitioner-wife left the matrimonial home.

4. In July 2024, the petitioner-wife instituted Divorce Petition No. of 2024 under Section 13 of the HMA along with maintenance proceedings before the competent courts at , Rajasthan.

Signature Not Verified
Digitally signed by RAJNI MUKHI
Date: 2026.09.07 16:43:21 IST
Reason:

5. The respondent-husband then filed H.M.A. No. of 2025 under Section 9 of the HMA before the Family Court, District Court, New Delhi leading the petitioner-wife to file the present transfer petition.

6. This Court vide order dated 6th May 2026 referred the disputes between the parties to the Supreme Court Mediation Centre to explore the possibility of an amicable settlement. Pursuant to which, the parties have arrived at a Settlement Agreement dated 4th August 2026 and have amicably resolved all their disputes.

7. The parties have also jointly filed I.A. No.257762 of 2026 under Article 142 of the Constitution of India, seeking appropriate orders in terms of the Settlement Agreement, including dissolution of their marriage by mutual consent and the ancillary relief of closure of all the pending cases between the parties.

8. We have perused the Settlement Agreement and interacted with the parties. The parties have affirmed before us that the settlement has been entered into voluntarily, of their own free will, and without any coercion, duress, undue influence, fraud or collusion. They have further affirmed that all disputes and differences arising from their matrimonial relationship have been amicably settled, that no claims or demands remain outstanding against each other, and that there is no possibility of reconciliation between them.

9. The terms of the Settlement Agreement are as follows:

> "A. That the Parties have agreed to dissolve their marriage by mutual consent and they have agreed that they shall withdraw, or

seek quashing and/or disposal of all or any cases filed against each other, including all the cases enumerated in Paragraph 3 above. In this regard, the Parties agree that they will file a joint application under Article 142 of the Constitution of India before the Hon'ble Supreme Court of India, praying for the same.

B. That the Parties have agreed that the Respondent-Husband will pay to the Petitioner-Wife a one-time settlement/alimony amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) (hereinafter referred to as the 'Settlement Amount').

C. It is also agreed between the Parties that the Respondent-Husband will return to the Petitioner-Wife a Dell Laptop in Black colour along with its charger, original driving licence, all the notes, books, notebooks and a copy of the Ph.D. thesis belonging to the Petitioner-Wife, during the course of hearing of the present Application under Article 142 of the Constitution of India.

D. That the Settlement Amount is to be given by the Respondent-Husband to the Petitioner-Wife by way of Demand Draft, before the Hon'ble Supreme Court of India, at the time of the hearing of the application under Article 142 of the Constitution of India, when all the cases between the Parties, as enumerated in Paragraph 3 above, would be withdrawn or quashed by the Hon'ble Supreme Court. It is agreed between the Parties that the said Settlement Amount is towards full and final settlement of all civil, criminal, matrimonial and monetary claims, rights and obligations between both the Parties arising out of the present matrimony. It is also agreed that the present settlement

also settles all disputes, past, present and future, including claims towards streedhan, dowry articles, jewellery, maintenance, permanent alimony, litigation expenses or any other monetary claim arising out of the present matrimony. After payment of the present Settlement Amount, both the Parties agree that all the claims between the Parties whatsoever would stand settled.

E. It is further agreed between the Parties that they shall dissolve their marriage by mutual consent and withdraw/quash all or any cases filed against each other, including all the cases enumerated in Paragraph 3 above.

F. Accordingly, the Parties agree to move such application under Article 142 of the Constitution of India within 15 days of signing of the present Settlement Agreement."

10. In terms of the Settlement Agreement, the respondent-husband, who is physically present before this Court, handed over a Demand Draft of Rs.20,00,000/- (Rupees Twenty Lakhs only), drawn in favour of the petitioner-wife in Court today. The remaining terms of the Settlement Agreement have already been complied with by the parties.

11. We have considered the Settlement Agreement dated 4th August 2026 and the statements made by the parties before us. Having regard to the fact that the parties have been living separately for more than three years, that all disputes arising out of their matrimonial relationship have been amicably resolved, that the settlement has been arrived at voluntarily and without any coercion and that there is no possibility of

reconciliation between the parties, we are satisfied that the settlement is genuine, voluntary and bona fide and deserves to be given effect to.

12. We place on record our appreciation for the commendable efforts of Mr. K.C. Kaushik, learned Mediator at the Supreme Court Mediation Centre, whose sincere and effective efforts facilitated the amicable resolution of the disputes between the parties.

13. In these circumstances, we are of the considered view that the present case is a fit case for exercise of the jurisdiction of this Court under Article 142 of the Constitution of India so as to bring a quietus to the disputes between the parties and secure complete justice.

14. Accordingly, I.A. No.257762 of 2026 is allowed in terms of the Settlement Agreement dated 4th August 2026. In exercise of our powers under Article 142 of the Constitution of India, we pass the following directions:

(i) The marriage solemnised between the petitioner-wife and the respondent-husband on is hereby dissolved by a decree of divorce by mutual consent.

(ii) The following cases/proceedings pending between the parties, arising out of their matrimonial relationship, shall stand quashed and closed:

a) Case No. pending before the Ld. Court of ACJM and JM No. 4, , arising out of FIR No. , dated , registered at P.S. Mahila Police Station, , District ,

Rajasthan, under Sections 498-A, 406, 323, 354 and 354(D) of the Indian Penal Code, 1860, titled 'State v. & Ors.';

b) Divorce Petition No. of 2024, pending before the Ld. Family Court No. 1, , Rajasthan, titled ' v. ';

c) Maintenance proceedings instituted by the Petitioner-wife, arising out of the same matrimonial relationship, pending before the Ld. Judge, Family Court No. 1, Rajasthan, vide Case No. Cr. Misc. Cases/ and Cr. Misc. Cases/ titled ' v. ';

d) H.M.A. Petition No. of 2025, under Section 9 of the Hindu Marriage Act, 1955, pending before the Ld. Principal Judge, Family Court, District Court, , New Delhi, titled ' v. '.

(iii) The aforesaid list is illustrative and not exhaustive. Any other case, complaint, proceeding, petition, suit or litigation, civil or criminal, pending between the parties or instituted by either party against the other, arising out of or in connection with their matrimonial relationship and the disputes and differences settled under the Settlement Agreement dated 4th August 2026, shall also stand quashed, withdrawn and/or closed, as the case may be.

(iv) The parties shall not hereafter initiate, institute or pursue any fresh complaint, proceeding, petition, suit

or other litigation against each other or their respective family members arising out of or in connection with their marriage and/or the matrimonial disputes and differences which have been settled between them.

15. The present Transfer Petition is, accordingly, disposed of in the aforesaid terms.

16. The Registry shall communicate a copy of this order to the concerned Courts and the concerned Police Stations/authorities, as may be necessary, for giving effect to the present order and for closure of the pending proceedings/litigation referred to herein.

17. The Registry shall draw up the decree of divorce accordingly.

18. All pending applications, if any, stand disposed of.

.....J.

[VIKRAM NATH]

.....J.

[SANDEEP MEHTA]

NEW DELHI;

SEPTEMBER 03, 2026