

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION(S)(CIVIL) NO(S). 1481/2025

SWEETY KUMARI

Petitioner(s)

VERSUS

RANJAN KUMAR SINGH

Respondent(s)

O R D E R

1. The petitioner-wife has filed the petition under Section 25 of the Code of Civil Procedure, 1908 read with Order XLI of the Supreme Court Rules, 2013 before this Court seeking transfer of the case, details of which are as under:

“Matrimonial Case No. 301/2024 titled as “Ranjan Kumar Singh Vs. Sweety Kumari pending in the Court of Principal Judge, Family Court, Katihar (Bihar) to the Court of Principal Judge, Family Court, Hazaribag (Jharkhand).”

2. During the pendency of aforesaid transfer petition, the parties were referred to the Supreme Court Mediation Centre vide order dated 24.07.2025. By virtue of the mediation, the parties have arrived at a settlement and they have decided to part ways on certain terms and conditions which are delineated in the settlement agreement dated 02.09.2025 which has been signed by both the parties and their respective counsel, copy of which has been filed by the Supreme Court Mediation Centre.

3. Learned counsel for the parties has filed a joint application with the following prayers:

"(a) Dissolve the marriage solemnized on 01.03.2017 between the Applicants by a decree of divorce by mutual consent, in exercise of powers under Article 142 of the Constitution of India;

(b) Declare the present Transfer Petition (Civil) No. 1481 of 2025 infructuous and dispose it of in terms of the mediated settlement dated 02.09.2025;

(c) Direct withdrawal/quashing/closure of all litigations between the parties as detailed in Annexure A;

(d) Recall and stay the operation of order dated 07.09.2022 and attachment letter No. 90 dated 23.05.2023 passed/issued in Original Maintenance Case No. 222/2019, titled as "Sweety Kumari Vs. Ranjan Kumar Singh" by the Ld. Principal Judge, Family Court, Hazaribagh, Jharkhand, whereby salary account being EMP Account No. 50200646090 has been set for auto deduction with an amount of Rs. 8000/- (Rupees eight thousand only), which has been getting transferred to the account of petitioner - wife, with further direction that any deductions made after the date of settlement be refunded by the petitioner - wife to the respondent - husband;

(e) Settlement agreement dated 02.09.2025 entered into between the parties before the Supreme Court Mediation Centre be taken on record and made part of the Judgment/order of this Hon'ble Court."

4. Further, the terms and conditions and the relevant paragraphs as set out in Settlement Agreement dated 02.09.2025 are as under:

"SETTLEMENT AGREEMENT

"This Settlement Agreement is being executed between Petitioner / wife Ms. Sweety Kumari, aged about 29 years W/o Mr. Ranjan Kumar Singh D/o Late Nand Kishor Singh R/o 632/B, Okni Talab Road, P.O. - Hazaribag, P.S. - P.S. Loshnigha Hazaribagh, Sadar, District - Hazaribagh Jharkhand - 825301 (herein after referred to as 'Petitioner/wife)

And

Mr. Ranjan Kumar Singh, aged about 40 years S/o Late Basudev Singh R/o Laliahi, P.O. Katihar P.S. Sahayak, District - Katihar, Bihar - 854105 (hereinafter referred to as Respondent /husband)

The marriage between the Petitioner and Respondent was solemnized as per hindu rites and customs on 1st March, 2017 at Hazaribag, Jharkhand. Both parties resided together as husband and wife till 26th November, 2019. There is no issue out of this wedlock. That thereafter, due to some differences between the parties, they started living separately. Since then onwards, both parties are residing separately.

This Hon'ble Court vide its order dated 24.07.2025 was pleased to refer the matter to Mediation Centre, Supreme Court of India, New

Delhi.

Comprehensive mediation sessions were held with the parties separately and jointly on 01.08.2025, 08.08.2025 and today i.e. on 02.09.2025 and with the indulgence of counsels and Ld. Mediator, the parties have arrived at an amicable settlement on the following terms and conditions:

1. Both the parties hereto confirm and declare that they have voluntarily and of their own free-will, decided not to live together as husband and wife and have arrived at this Settlement in the presence of the mediator and their respective counsels.

2. That the following cases are pending between the parties:-

(i) Matrimonial Case No. 301 of 2024 pending before Family Court at Katihar, Bihar filed by the Respondent.

(ii) Crl. Case Complaint (P) Case No. 300 of 2019 pending before Family Court Katihar, Bihar filed by the Respondent.

(iii) Maintenance Case No. 222 of 2019 - pending before Family Court, Hazaribag, Jharkhand filed by the Petitioner.

(iv) G.R. Case No. 569 of 2019 pending before Family Court Hazaribag, Jharkhand filed by the

Petitioner.

3. That it is relevant to mention that Original Maintenance Case No. 222 of 2019 has already been allowed and as per the direction of the Court the Petitioner is receiving Rs. 8,000/- vide letter No. 19 of 2023 dated 25.05.2023 issued by the Principal Judge Family Court, Hazarbagh, Jharkhand. That both the parties at this juncture agreed to stop the said amount as transferred from the P.F. Account No. EMP NO. 50200646090 of the Respondent to the Petitioner with effect from the date of the present Settlement Agreement. It has further agreed between the parties the Petitioner will refund the further amount if any transferred in account of the Petitioner. It has further agreed between the parties that the Respondent will pay the traveling expenses Rs. 10,000/- (Rupees Ten Thousand Only).

4. That both the parties have entered into a full and final settlement / agreement in respect to the above mentioned cases on the following terms & conditions:

(a) That both the parties herein agree that they shall jointly file an application on or before within four weeks from the signing of the present Settlement Agreement in the Hon'ble Supreme Court of India praying to exercise its power under Article 142 of the

Constitution of India to grant Decree of Divorce by mutual consent, quashing and closure of all Criminal and civil cases pending between the parties and their relatives.

(b) It has been agreed between both the parties that Respondent-husband shall pay a total amount of Rs. 8,15,000/- (Rupees Lakh Fifteen Thousand Only) in four installments at Mediation Centre, Hazaribagh on 13.06.2025, as per the settlement the Petitioner received Rs. 2,00,000/- (Rupees Two Lakh Only) on 07.07.2025 vide D.D. Nos. 014397 meanwhile both the parties agreed to pay the rest amount in one time settlement Rs. 6,15,000/- (Rupees Six Lakh Fifteen Thousand Only) as one time full and final settlement to Petitioner -wife Ms. Sweety Kumari, towards her Stridhan, maintenance past, present, future and permanent alimony and any other claims. That the said amount received today i.e. 02.09.2025 by the Petitioner before the SCMC.

5. That both the parties herein agree that all the pending cases whether specifically mentioned at para No. 2 above or not, between the parties & their family members arising out of the present matrimonial dispute herein and all the allegations leveled therein are deemed to be withdrawn. The parties and / or their family members, relatives or representatives

undertake not to initiate any other litigation against each other in future also with regard to this matrimony.

6. That both the parties have agreed that none of them will make any effort to defame / malign the other party in person or their respective parents or relatives through any media, social media or any forum in any other manner whatsoever.

7. Both the parties agree and undertake that they have settled all their disputes and grievances against each other and against their family members amicably and they shall not file any complaints, proceedings whether criminal or civil, if any against each other or their family members or stake any claim on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either parties and their respective families.

8. By signing this Agreement, the parties hereto solemnly state and affirm that they have no further claims or demands in any manner whatsoever against each other and all the disputes and differences have been amicably settled by the parties hereto, through the process of Mediation.

9. That both the parties agree and undertake that they have withdrawn all the

allegations and have settled all their disputes and grievances against each other and against their respective family members amicably in terms of the present settlement agreement and have further agreed to remain bound by the terms and conditions as have been mutually and amicably agreed by the parties herein.

10. The parties undertake 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."

5. We have taken the Joint Application and Settlement Agreement dated 02.09.2025 on record.

6. Having considered the matter in detail and having perused the Settlement Agreement & Joint Application which is also supported by the affidavits of Ms. Sweety Kumari (petitioner-wife) and Mr. Ranjan Kumar Singh (respondent-husband), we are of the view that this is a fit case for exercising power under Article 142 of the Constitution of India to dissolve the marriage between the parties. Consequently, the marriage between the parties which was solemnized on 01.03.2017 stands dissolved by a decree of divorce by mutual consent.

7. We further direct that the following cases pending between the parties before the courts below stand disposed of in terms

of the consent terms recorded in our order :

(i) Matrimonial Case No. 301 of 2024 pending before Family Court at Katihar, Bihar filed by the Respondent.

(ii) Crl. Case Complaint (P) Case No. 300 of 2019 pending before Family Court Katihar, Bihar filed by the Respondent.

(iii) Maintenance Case No. 222 of 2019 - pending before Family Court, Hazaribag, Jharkhand filed by the Petitioner.

(iv) G.R. Case No. 569 of 2019 pending before Family Court Hazaribag, Jharkhand filed by the Petitioner.

8. Copy of this order shall be sent to the respective Courts as mentioned in the above Paragraph for follow up action.

9. In view of the above, Transfer Petition and Joint Application are disposed of. The Registry will draw a decree in the aforesaid terms.

10. It is further directed that the parties shall abide by the terms of this settlement implicitly.

11. Pending applications(s), if any, are disposed of.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[ATUL S. CHANDURKAR]

**NEW DELHI;
SEPTEMBER 24, 2025**

ITEM NO.10

COURT NO.7

SECTION XVI

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). 1481/2025

SWEETY KUMARI

Petitioner(s)

VERSUS

RANJAN KUMAR SINGH

Respondent(s)

IA No. 128386/2025 - EX-PARTE STAY

IA No. 156772/2025 - EXEMPTION FROM FILING O.T.

Date : 24-09-2025 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ATUL S. CHANDURKAR

For Petitioner(s) : Mr. Ashutosh Thakur, AOR

For Respondent(s) : Mr. S. S. Panwar, Adv.
Mr. Rajendra Kumar Kamti, Adv.
Ms. Nividita Panwar, Adv.
Ms. Divya Pulani, Adv.
Mr. Rameshwar Prasad Goyal, AOR

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

1. The Transfer Petition is disposed of in terms of the signed order.
2. Pending interlocutory application(s), if any, is/are disposed of.

(JAYANT KUMAR ARORA)
ASTT. REGISTRAR-cum-PS

(NIDHI WASON)
COURT MASTER

(Signed order is placed on the file)