

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

Transfer Petition(Civil) No.762/2025

MUNMUN BANDYOPADHYAY

Petitioner(s)

VERSUS

SOMESHWAR BHATTACHARYA

Respondent(s)

O R D E R

1. We are informed that the parties have been able to reach to an amicable settlement before the Supreme Court Mediation Centre.
2. The Memorandum of Settlement dated 25-8-2025 has been reduced into writing duly signed by the parties, their respective counsel including the learned Mediator, Supreme Court Mediation Centre.
3. The terms of the settlement read thus:-

"MEMORANDUM OF SETTLEMENT

The Memorandum of Settlement is entered into on 25.08.2025 in the presence of the learned Mediator Between Mrs. Munmun Bandyopadhyay W/o Shri Someshwar Bhattacharya, B 152 SSVR Lotus Pond (hereinafter referred to as the First Party) and Mr. Someshwar Bhattacharya S/o Late Dr. Jagat Ranjan Bhattacharya, R/o 4A/2, Baishnabghata Bye Lane, Police Station, Jadavpur, Kolkata (hereinafter referred to as the Second Party).

- 1. Whereas the marriage between the parties to the Memorandum of Settlement was solemnised as per Hindu rites and customs at Asansol, West Bengal on 25.04.2012. From the said wedlock, no issues were born between the First Party and the Second Party. Both the parties resided together as husband and wife till 10.08.2013 and thereafter disputes and differences arose between them.*
- 2. Irreconcilable differences between the parties have caused irretrievable breakdown of their marriage and they have separated and have been living separately.*
- 3. That the First Party herein filed a petition under Section 125 Cr.P.C. bearing No. Crl. Misc. No. 561 of 2023 against the second party which is pending in the Court of Third (III) Addl. Principal Family Judge Court at Bangalore for getting maintenance.*

4. That the Second Party herein filed a petition under Section 5 and 11 of Hindu Marriage Act, 1955 bearing No. MATSUIT/2080/2023 before the Court of Id. District Judge at Alipore, District South 24, Parganas, West Bengal, seeking dissolution of marriage by a decree of divorce.
5. That the First Party herein filed the Transfer Petition (Civil) No. 762 OF 2025 before the Hon'ble Supreme Court of India for transfer of the petition under Section 5 and 11 of Hindu Marriage Act, 1955 bearing No. MATSUIT/2080/2023 pending before the Court of Id. District Judge at Alipore, District South 24 Parganas, West Bengal.
6. That comprehensive mediation sessions were held with the parties, jointly and separately on 19.05.2025 (Physical), 02/06/2025, 12.06.2025, 04.07.2025, 13.07.2025, 25.07.2025 (Virtually) and today ie. 25.08.2025 through Physical Mode. Due to not digitally signed by both the parties, the matter is pending for 25.08.2025 for physical appearance of both the parties and for signing the memorandum of settlement. The parties could arrive at the following amicable Settlement with a view to settle all outstanding disputes, the parties have entered into the following settlement out of their own free will.
7. The terms of the settlement agreed upon by the parties is recorded herein below:
 - (i) Both the parties hereto confirm and declare that they have voluntarily and of their own free will have decided not to live together as husband and wife and have arrived at the settlement in the presence of the mediator. Both the parties have decided to part ways by divorce through mutual consent for which the parties through their Advocates shall file appropriate application(s) before the next date of hearing in Transfer Petition (C) No. 762 OF 2025 pending adjudication before the Hon'ble Supreme Court.
 - (ii) The parties shall jointly pray the Hon'ble Supreme Court to pass a decree of divorce by mutual consent u/s 13B of the Hindu Marriage Act, 1955 in exercise of power of the Hon'ble Supreme Court under Article 142 of the Constitution of India. Both the parties have agreed to act as per the directions of the Hon'ble Supreme Court.
 - (iii) That the second party has agreed to pay an amount of Rs. 31,00,000/- (Rupees Thirty One Lakh only) by way of bank transfer to the First

party as permanent alimony towards full and final settlement of all claims and it is also agreed between both the parties that the second party will pay a sum of Rs. 16,00,000/- (Rupees Sixteen Lakh) to the first party on or before 15.09.2025 and remaining amount of Rs. 15,00,000/- (Rupees Fifteen Lakh) will be paid by the second party to the first party on or before 07.10.2025 through the mode of RTGS to the account no. of the First Party details of the Account NO. and IFSC Code i.e- NAME MUNMUN BANDYOPADHYAY, BANK ACCOUNT NO. 50100488779751, IFSC CODE:- HDFC0005493, BRANCH - VARTHUR BRANCH, BENGALURU.

- (iv) No further claim in future by any of the parties after full and final payment to the first party.
- (v) That both the parties have agreed to withdraw the aforesaid respective petitions filed by them against each other.
- (vi) Both the parties agree and undertake that they have settled all their disputes and grievances amicably against each other and against their family members. Further, they shall not file any proceedings, whether civil or criminal, against each other or their family members in any forum or stake any claim on the movable or immovable, joint or ancestral, self-acquired or HUF properties of either party or their family. Both the parties agree and undertake that except above cases any other case, complaint or application is found pending, in any court of India, before any authority/department or police, which are not in their knowledge respectively, they will withdraw the same.
- (vii) By signing this agreement, the parties hereto solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.
- (viii) The parties undertake before this Hon'ble Court to abide by the terms and conditions set out in the above-mentioned agreement, which has been arrived at without any coercion, duress or collusion, and undertake not to raise any dispute whatsoever, henceforth.
- (ix) The terms of Memorandum of Settlement have been read over and explained in detail to both the parties in English and vernacular language in

*the presence of their respective counsels
present today during mediation.*

*That the parties are accordingly signing the Settlement
Agreement in presence of all named above, to authenticate
their will to comply with the same as agreed above."*

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

5. In accordance with the terms of the settlement, the husband has paid in all Rs.31,00,000/- (Rupees Thirty One Lakh only) to his wife towards full and final settlement of all claims.

6. In such circumstances, referred to above, we dissolve the marriage between the parties in exercise of our jurisdiction under Article 142 of the Constitution. The Registry to draw a decree accordingly.

7. All proceedings between the parties, civil or criminal, stand terminated.

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

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

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

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

NEW DELHI;
8TH OCTOBER, 2025.

va

ITEM NO.3

COURT NO.8

SECTION XVI

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

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MUNMUN BANDYOPADHYAY

Petitioner(s)

VERSUS

SOMESHWAR BHATTACHARYA

Respondent(s)

(MEDIATION REPORT RECEIVED)
(IA No. 70706/2025 - EX-PARTE STAY)

Date : 08-10-2025 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. Abhay Dubey, Adv.
Mr. Md. Ali, AOR
Ms. Shalu, Adv.

For Respondent(s) :

Mr. Snehasish Mukherjee, AOR
Mr. Anuran Samanta, Adv.
Mr. Arpan Sinha, Adv.
Mr. Maneesh, Adv.
Mr. Vishal Agarwal, Adv.
Mr. Asit Kumar Roy, 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)