IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

TRANSFER PETITION (CIVIL) NO. 2863 OF 2025

PRIYANKA KHANDURI **Petitioner(s)**

VERSUS

PARAS KANT SHARMA **Respondent(s)**

O R D E R

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

> ***"Hindu Marriage Act/110/2025 titled as "Paras Kant Sharma Vs. Priyanka Khanduri" from the Court of Principal Judge, Family Courts, Solan, Himachal Pradesh to the Court of Principal Judge, Family Court, Gautam Budh Nagar, Uttar Pradesh."***

2. During the pendency of aforesaid transfer petition, the parties were referred to the Supreme Court Mediation Centre *vide* order dated 08.01.2026. 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 06.08.2026 which has been signed by both the parties, their respective counsel and the Mediator, copy of which has been filed by the Supreme Court Mediation Centre.

Signature Not Verified
Digitally signed by Jayant Kumar Arora
Date: 2026.11.16 17:08:16 IST
Reason:

3. Learned counsel for the parties has filed a joint application being IA No. 254359 of 2026 with the following prayers:

"a) Pass decree of divorce disposing of Case No. 110/2025 titled as "PARAS KANT SHARMA Vs. PRIYANKA KHANDURI" pending before the Court of Principal Judge, SOLAN District Court at Himachal Pradesh in terms of settlement agreement and

(b) Dispose of Case No. 787 of 2025 titled Priyanka Khanduri versus Paras Kant Sharma pending before the Principal Judge, Family Court, Gautam Buddha Nagar, Surajpur, Noida, Uttar Pradesh

(c) Quash any other cases, if any, pending before any court/Authority, police station against the parties"

4. Further, the terms and conditions and the relevant paragraphs as set out in Settlement Agreement dated 06.08.2026 are as under:

"<u>SETTLEMENT AGREEMENT</u>

1. This Settlement Agreement is entered into between Petitioner- Ms. Priyanka Khanduri W/o Mr. Paras Kant Sharma, D/o Sh. Naresh Chand Khanduri, R/o. 1895, Sector 37, Noida Gautam Buddha Nagar, Uttar Pradesh - 201301 (here in after referred to as Petitioner-Wife) and Mr.Paras Kant Sharma S/o Sh. Ravi Kant Sharma R/o L.I.G. 117, Block 8, Sector 4, P.S. Parwanoo, District Solan, Himachal Pradesh, Pin Code 173220 (here in after referred to as Respondent- Husband).

Whereas the marriage between the petitioner and respondent husband was solemnized as per Hindu rites and ceremonies on 13.04.2025 at Himachal Pradesh. After marriage parties resided together at Himachal Pradesh and there is no issue out of this wedlock.

2. Both the parties resided together as husband and wife till 30.04.2025. and thereafter disputes and differences arose between the parties and since then she is staying with her parents at Noida, Uttar Pradesh. The Respondent/ Husband has filed Case no. 110/2025 Under Section 12 (1)(a), (c) read with Section 5(ii) (6) of HMA before the Principal Judge Solan District Court at Himachal Pradesh seeking

nullity of marriage.

3. Whereas the Parties have filed following cases against each other:-

(i) Respondent/ Husband has filed Case no. 110/2025 Under 12 and 5 of HMA before the Principal Judge Solan District Court at Himachal Pradesh.

(ii) Petitioner/wife has filed Case No. 787/2025 pending before Principle Judge, Family Court, Gautam Buddha Nagar, Surajpur, Noida-Uttar Pradesh.

(iii) Any other cases pending before any Court /Authorities, Police Station.

4. Whereas Hon'ble Supreme Court vide Order dated 08.01.2026 in Transfer Petition (Civil) No. 2863/ 2025 has referred the matter to Supreme Court Mediation Centre. Comprehensive mediation sessions were held between the parties and their respective advocates on 23.01.2026, 03.02.2026, 16.02.2026, 16.03.2026, 18.04.2026, 25.04.2026, 29.05.2026, 30.06.2026 (physical and virtual both) and today i.e. 06.08.2026 (physically for signing of the present Settlement Agreement).

5. Both the parties hereto have arrived at an amicable settlement on the following terms and conditions for dissolution of marriage by mutual consent:-

A. That the parties have agreed that the Respondent-husband will pay to the Petitioner-wife a total sum of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) towards full and final settlement of all her claims towards her permanent alimony, Stridhan, maintenance (past, present, future) and any other claim whatsoever.

B. It is agreed between the parties that they will move an application jointly before the Hon'ble Supreme Court under Article 142 of Constitution of India for invoking inherent powers of the Hon'ble Supreme Court praying for divorce by mutual consent as parties are staying separately since 30.04.2025 i.e. for the last more than one and half year and there is irretrievable break down of the marriage.

C It is further agreed between the parties that if Hon'ble Supreme Court is pleased to allow application filed by both the parties under Article 142 of Constitution of India then both the parties shall withdraw all the cases filed by them against each

other. The Respondent -husband will pay to the Petitioner/Wife a total sum of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) via Demand draft bearing No. 501065, dated 05.08.2026, Issued by ICICI Bank, Parwanoo District Solan, Himachal Pradesh, in the name of Petitioner/wife at the time of final Court hearing before Hon'ble Supreme Court in this case.

D. Both the parties are exchanged of all ornament /articles as given below:-

Petitioner/wife is returned today i.e. 06.08.2026, the following articles to Respondent/Husband

1. Gold Mangalsutra (1)
2. Gold Earings (One pair)
3. Gold Finger ring (One)

Total = 4 Items

The Respondent/Husband received all the Four Items. Respondent/Husband is return today i.e. 06.08.2026 the following articles to Petitioner/wife:-

1. Suit Case 2-Gray and Red
2. Dinner Set 2
3. Drum 2
4. Electric Iron 1
5. Lehanga 1
6. Crockery Set 1
7. Cooker 5Ltr 1
8. Sarees 12
9. Suits 5
10. Ladies Purse 2
11. Sandal (Ladies) 2 Pairs
12. Gold Chain 1
13. Gold Ring 1

Total 33 Items

Petitioner/wife received all thirty three items are today i.e. 06.08.2026.

6. That the Petitioner and the Respondent have agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute in future.

7. That subject to the aforesaid terms, the parties have resolved all the disputes amicably in relation to the marriage and have been left with no claims against each other or their respective family members.

8. That by signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other including maintenance, or any movable or immovable property and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

9. The parties undertake to abide by the terms and conditions set out in the above mentioned Settlement Agreement, which have been arrived with free will of the parties without any coercion, duress or collusion and parties undertake not to raise any dispute whatsoever henceforth.

10. The contents of this settlement - agreement have been explained to all the parties through their respective counsels and they have understood the same."

5. We have taken the Joint Application and Settlement Agreement dated 06.08.2026 on record. Learned counsel for the respondent has handed over a Demand Draft bearing No. 501065 dated 05.08.2026, drawn on ICICI Bank, Parwanoo District Solan, Himachal Pradesh for a sum of Rs.11,00,000/- (Rupees Eleven Lakhs Only) to the petitioner, which has been duly acknowledged.

6. Having considered the matter in detail and having perused the Settlement Agreement & Joint Application, which is also supported by the affidavit of Paras Kant Sharma, respondent, 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 13.04.2025 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) Case no. 110/2025 Under 12 and 5 of HMA

before the Principal Judge Solan District Court at Himachal Pradesh.

(ii) Case No. 787/2025 pending before Principal Judge, Family Court, Gautam Buddha Nagar, Surajpur, Noida-Uttar Pradesh."

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 being IA No. 254359 of 2026 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.

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

……J.
[PAMIDIGHANTAM SRI NARASIMHA]

……J.
[ALOK ARADHE]

NEW DELHI;
NOVEMBER 05, 2026

ITEM NO.43 COURT NO.5 SECTION XVI-A

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). 2863/2025

PRIYANKA KHANDURI **Petitioner(s)**

VERSUS

PARAS KANT SHARMA **Respondent(s)**

IA No. 259587/2025 - EX-PARTE STAY
IA No. 259586/2025 - EXEMPTION FROM FILING O.T.

Date : 05-11-2026 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ALOK ARADHE

For Petitioner(s) : Ms. Shisba Chawla- 3609, AOR

For Respondent(s) : Mr. C M Thapliyal, Adv.
Mr. Suraj Singh, Adv.
Mr. Kanchan Thapliyal, Adv.
Mr. Rahul Amin, Adv.
Ms. Divya Negi, Adv.
M/S. Brajesh Pandey & Associates- 3865, 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) **(NIDHI WASON)**
ASTT. REGISTRAR-cum-PS **ASSISTANT REGISTRAR**

(Signed order is placed on the file)