

IN THE SUPREME COURT OF INDIA  
CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRIMINAL) NO(S).329 OF 2023

PARUL GUPTA

PETITIONER(S)

VERSUS

ABHILASH SURENDRA KUMAR KESHRI & ORS.

RESPONDENT(S)

WITH

TRANSFER PETITION (CRIMINAL) NO.336 OF 2023

AND

TRANSFER PETITION (CRIMINAL) NO.440 OF 2025  
[@ Diary No(s). 21214/2023]

O R D E R

1. Application seeking permission to file the Transfer Petition in Diary No.21214/2023 is allowed.
2. A Settlement Agreement dated 10<sup>th</sup> March, 2025 is placed on record. The Settlement Agreement is admittedly signed by the petitioner-wife (Parul Gupta) and the first respondent-husband (Abhilash Surendra Kumar Keshri) in presence of the witnesses. In terms of clause 8 of the Settlement Agreement, necessary documents have been executed and compliance has been made with the stipulations in clause 8 of the Settlement Agreement.
3. A joint application has been filed by the parties for seeking exercise of jurisdiction of this Court under Article 142 of the Constitution of India for passing a decree of divorce.

4. The marriage between the petitioner-wife (Parul Gupta) and the first respondent-husband (Abhilash Surendra Kumar Keshri) was solemnized on 18<sup>th</sup> February, 2014 and they have been residing separately since 10<sup>th</sup> April, 2018.

5. Considering the nature of the litigation pending between the parties, it is obvious that the marriage has been irretrievably broken down. Therefore, we are of the view that this is a fit case to exercise our power under Article 142 of the Constitution of India to dissolve the marriage.

6. Accordingly, we pass the following order:

(i) The marriage between the petitioner-wife (Parul Gupta) and the first respondent-husband (Abhilash Surendra Kumar Keshri) solemnized on 18<sup>th</sup> February, 2014, is hereby dissolved by a decree of divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955;

(ii) CC No.125110/2021 (filed on the basis of FIR C.R.No.I-11191030210029 of 2021) titled as '*Government of Gujarat vs. Abhilash Surendra Kumar Keshari & Ors.*' pending before the Court of the learned Additional Chief Metropolitan Magistrate, Ahmedabad, Gujarat, is hereby quashed;

(iii) CR M.A.J. No.1257/2019 titled as '*Parul Gupta vs. Abhilash Surendra Kumar Keshri & Ors.*' pending before the Court of the learned Judicial Magistrate First Class, Ahmedabad, Gujarat, is disposed of;

(iv) CR M.A.J. No.675/2021 titled as '*Parul Gupta vs.*

*Abhilash Surendra Kumar Keshri'* pending before the Family Court, Ahmedabad, Gujarat, is disposed of;

(v) Clauses 6 to 14 of the Settlement Agreement dated 10<sup>th</sup> March, 2025, read thus:

**"NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**6. Custody and Guardianship of Minor Daughter**

- 6.1 The Parties have a minor daughter, Yashvi Keshri, born on 12.07.2017.
- 6.2 The sole custody and guardianship of the child shall remain exclusively with the Second Party (Wife).
- 6.3 The First Party shall have no visitation rights and shall not interfere in the upbringing of the child in any manner.
- 6.4 The First Party shall have no financial liability towards the child or the Second Party after the execution of this Agreement.

**7. Maintenance and Alimony**

- 7.1 The Second Party waives off any claim for maintenance & Alimony (past, present, and future), whether under Section 125 CrPC, Hindu Adoption and Maintenance Act, 1956, or any other law.
- 7.2 The First Party shall have no financial obligation towards the Second Party, including with respect to the child, post-divorce.
- 7.3 The Second Party would withdraw the pending maintenance case in terms of the present Settlement Agreement.

**8. Transfer of Immovable Property**

- 8.1 The Parties jointly own an immovable property, described as follows:
- Property Address: A-25, Darshanam Revanta, Gotri, Vadodara, Gujarat [hereinafter referred to as 'said property']
  - Survey No./Plot No./Flat No.: T.P. Scheme no.60 and Final Plot no.91, City survey no.2414,2415 and Revenue Survey no.956 & 958 in Gotri, Vadodara.]
  - Area/Extent: Plot area 69.863 sq mtrs & undivided land of common road & common plot area 32.870 sq mtrs, total plot area 102.733

sq mtrs

• Property Type: Residential

- 8.2 In terms of the present Settlement Agreement, the First Party unconditionally relinquishes his share in the said property in favor of the Second Party for the sake of daughter Yashvi Keshri by executing a Relinquishment Deed, which shall be duly registered under the Registration Act, 1908. Both parties agree that the relinquishment of the share of the First Party in the said property under the Relinquishment Deed would be irrevocable.
- 8.3 The execution and registration of the aforesaid Relinquishment Deed would be completed by the First Party within a period of Four (4) weeks from the execution of this Settlement Agreement. The Second Party would make herself available at a mutually convenient date and time for the registration of the Relinquishment Deed at the sub registrar office. The expenses towards the stamp duty and registration of the Relinquishment Deed as per local laws would be solely borne by the First Party.
- 8.4 The First Party shall handover peaceful vacant possession of the said property to the Second Party on the date of execution and registration of the Relinquishment Deed. The First Party shall make sure that there is no damage or destruction whatsoever to the said property, except for the normal deterioration, wear & tear arising due to usage or ageing and it is handed over with customized fixed furniture intact at its place. The First party can take away his personal belongings like Sofa, Dinning Table, Centre Table, Chimney, TV, Fridge, Washing Machine, AC's, One Iron Bed, Water RO, Geyser, Gas Stove & Utensils.
- 8.5 At the time of handover over of the said property, the First Party shall clear all dues relating to the said property, including the municipal, electricity, water, gas, society maintenance charges etc, excluding the pending Loan EMIs. If in future, any liability for such dues arises for the period prior to date of handing over of the said property, the First Party would be liable for payment for such dues including interest accrued if any.
- 8.6 Likewise, any dues related to the said property, arising after handing over of the said property, shall be borne by the Second Party only and the First Party shall be free from any such liabilities and claims.

8.7 The Second Party shall bear all the remaining loan amount to be paid from the date of handing over of the said property, to the loan issuing bank/or to the bank/institution to which the loan, in case, is transferred in future. The name of the First Party shall be removed from the loan account of the aforementioned immovable property at para 8.1 above. All legal and financial liabilities, arising due to non-payment of loan dues towards the said immovable property shall be on part of Second Party.

9. Withdrawal of Pending Cases

9.1 In terms of the present settlement agreement, the Second Party shall withdraw all pending cases against the First Party and or his family members under the Joint Application for Mutual Consent Divorce filed under Article 142 Constitution of India (hereinafter referred as "Joint Application") preferred by both the parties before the Hon'ble Supreme Court.

9.2 The said Joint Application shall be filed within 4 (four) weeks of signing of the Settlement Agreement. The said Joint Application would be kept pending before the Hon'ble Supreme Court till the time:

(i) The First Party duly executes a registered Relinquishment Deed in favour of the Second Party, and

(ii) The First Party hands over peaceful vacant possession of the said property as per terms agreed in the present Settlement Agreement.

9.3 In the Joint Application before the Hon'ble Supreme Court, the following cases would be withdrawn by the Second Party:

- Case under Section 498A IPC being Criminal Case bearing CC No.125110/2021 (filed on basis of FIR C.R.No.I-11191030210029 of 2021) titled as "Government of Gujarat Vs. Abhilash Surendra Kumar Keshari & Ors." Pending before Court of Additional Chief Metropolitan Magistrate, Ahmedabad, Gujarat.

- Case under Domestic Violence Act, 2005 being Criminal Misc Application bearing CR M.A. J No.1257/2019 titled "Parul Gupta vs. Abhilash Surendra Kumar Keshri & Ors." Pending before Court of Judicial Magistrate First Class Ahmedabad, Gujarat.

• Case filed under Section 125 CrPC being Criminal Misc Application bearing Cr. M.A.J No. 675/2021 titled "Parul Gupta vs. Abhilash Surendra Kumar Keshri" pending before Family Court Ahmedabad, Gujarat.

9.4 The expenses towards the withdrawal of the pending cases would be borne by the party who had instituted them.

9.5 Both parties shall also withdraw any other cases/complaints/litigations which they have filed against each other and their family members and which is beyond the knowledge of the other party or their family members.

#### 10. Non-Interference Clause

10.1 The First Party shall not interfere in the lives of the Second Party and their daughter after the mutual consent divorce.

10.2 The First Party shall not initiate any direct or indirect communication with the Second Party or their daughter in any form.

10.3 The Parties shall not defame, harass, or cause any inconvenience to each other, whether personally, socially, or professionally.

10.4 Either of the party and their legal heirs, successors, representatives, and assigns shall not interfere in the lives of the other party or their family members through any kind of communication or harass, defame or cause any inconvenience to each other and their family members personally, socially, or professionally.

#### 11. Final Settlement and No Further Claims

11.1 The Parties agree that this Agreement is a full and final settlement of all claims arising from their marriage.

11.2 The Parties shall have no further claims, rights, liabilities, or obligations against each other after the mutual consent divorce is granted.

11.3 The Parties confirm that they have entered into this Agreement voluntarily, with their free will, without coercion, fraud, or undue influence or mis-representation by each other.

11.4 Having everything agreed above, nothing remains to be given or taken by either of the

parties.

## **12. Divorce Proceedings**

- 12.1** Both the Parties shall file a joint application for mutual consent divorce under Section 13B of the Hindu Marriage Act, 1955 read with Article 142 of the Constitution of India before the Hon'ble Supreme Court for mutual consent divorce within 4 (four) weeks of signing of this agreement. The joint application would be subject to the First Party unconditionally relinquishing his share in the said property by executing a registered Relinquishment Deed in favour of Second Party and by handing over peaceful vacant possession of the said property as per this agreement.
- 12.2** [deleted as directed by Hon'ble Supreme Court vide Order dt 03.03.2025 in TP (Crl) 329/2023]
- 12.3** Both parties agree that the transfer petitions filed in the Supreme Court by the Second Party will be kept pending till the time this Agreement is not complied with by fulfilling obligations by either parties. If in case, the Settlement Agreement cannot be complied with, the Second Party (Petitioner Wife) will be at liberty to press for her aforesaid cases filed at Ahmedabad to be transferred to Lucknow.

## **13. Legal Binding Effect**

- 13.1** This Agreement shall be legally binding on both Parties.
- 13.2** This Agreement shall be enforceable in a court of law and shall be part of the mutual consent divorce petition.

## **14. Execution and Registration**

- 14.1** This Agreement is executed on a stamp paper of requisite value as per the Indian Stamp Act, 1899. The First Party shall bear the cost and expenses towards the execution of this Agreement.
- 14.2** Each Party shall retain a signed original copy of this Agreement."

(vi) A decree shall be drawn in terms of this order by incorporating the aforesaid clauses of the Settlement

Agreement within a period of one month from today.

7. We compliment the parties as well as their respective learned Advocates for taking a reasonable stand for putting an end to the matrimonial dispute.

8. The Transfer Petitions are disposed of accordingly.

.....J.  
(ABHAY S. OKA)

.....J.  
(UJJAL BHUYAN)

NEW DELHI;  
MAY 09, 2025.



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

TRANSFER PETITION (CRIMINAL) NO(S).329 OF 2023

PARUL GUPTA

PETITIONER(S)

VERSUS

ABHILASH SURENDRA KUMAR KESHRI &amp; ORS.

RESPONDENT(S)

(IA No. 92954/2023 - EX-PARTE STAY AND IA No.119874/2025 - GRANT  
OF DECREE OF DIVORCE BY MUTUAL CONSENT)

WITH

T.P.(CrI.) No. 336/2023 (II-B)

(IA No. 94324/2023 - EX-PARTE STAY)

Diary No(s). 21214/2023 (II-B)

(IA No. 120133/2023 - EX-PARTE STAY, IA No. 120134/2023 -  
EXEMPTION FROM FILING O.T. AND IA No. 120132/2023 - PERMISSION  
TO FILE PETITION)

Date : 09-05-2025      These matters were called on for hearing  
today.

CORAM :

HON'BLE MR. JUSTICE ABHAY S. OKA

HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s):    Mr. Apoorva Bhumes, AOR  
                                 Ms. Madhavi Khare, Adv.

For Respondent(s):    Mr. Dhawal Uniyal, AOR  
                                 Mr. Azad Khokher, Adv.  
                                 Mr. Archana Surve, Adv.  
                                 Mr. Azad Khocher, Adv.  
                                 Mr. Kislai Panday, Adv.

Ms. Swati Ghildiyal, AOR

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

The Transfer Petitions are disposed of in terms of the  
signed order.

Pending applications stand disposed of accordingly.

(ASHISH KONDLE)  
ASTT. REGISTRAR-cum-PS

(AVGV RAMU)  
COURT MASTER (NSH)

[THE SIGNED ORDER IS PLACED ON THE FILE]