

Vimi Vinod Chopra

v.

Vinod Gulshan Chopra

(Supreme Court Of India)

HON'BLE MR. JUSTICE R.M. LODHA HON'BLE MR. JUSTICE MADAN  
B. LOKUR

Interlocutory Application No. 3 Of 2013 In S.L.P.(Civil) No. 25229 Of 2012  
With Civil Appeal No. 6018 Of 2012 | 20-09-2013

1. Interlocutory Application No. 3 of 2013 in Special Leave Petition (Civil) No. 25229 of 2012 has been listed today. This Special Leave Petition is from the order of maintenance. The parties are wife and husband respectively. They have settled their disputes amicably and a Memorandum of Settlement has been reduced into writing. By means of the above interlocutory application, it is prayed that order be passed in terms of the settlement and this Court may also grant decree of divorce as mutually agreed between them.

2. In the course of hearing, we were informed by the learned counsel for the parties that Civil Appeal No. 6018 of 2012 (arising out of S.L.P. (Civil) No. 24728 of 2011) between the same parties is also pending and it may be taken up along with the Special Leave Petition (Civil) No. 25229 of 2012 and the interlocutory application noted above.

3. At the request of the learned counsel for the parties, we directed the Registry to list Civil Appeal No. 6018 of 2012 by notifying the same immediately which has been done by the Office.

4. On 19.08.2013 when Interlocutory Application No. 3 of 2013 in Special Leave Petition (Civil) No. 25229 of 2012 came up for consideration, in the order it was noted that payments under clauses (viii)(a) and (viii)(b) of the Memorandum of Settlement have been received by the petitioner (wife) from the respondent (husband). Since the parties have prayed for decree of divorce by mutual consent in exercise of our jurisdiction under Article 136 read with

Article 142 of the Constitution of India, we directed the parties to remain personally present before this Court on September 20, 2013.

5. In pursuance of the order dated 19.08.2013, both parties are present. They stated before us that they had entered into the Memorandum of Settlement dated 17.07.2013 voluntarily, of their own free will and without any pressure from any quarter. They also admitted that the hand written corrections in para (iii), para (iv), para (viii)(a) and para (xi) have been made under their instructions. 6. The Memorandum of Settlement entered between the parties reads as under :-

"WITHOUT PREJUDICE MEMORANDUM OF SETTLEMENT dated this 17 day of July, 2013 by and between Ms. VIMI VINOD CHOPRA AND Mr. VINOD GULSHANDEV CHOPRA

(i) Ms. Vimi Vinod Chopra and Mr. Vinod Gulshandev Chopra to divorce by mutual consent with custody of the minor children with the mother i.e. Ms. Vimi Vinod Chopra. Mr. Vinod Gulshandev Chopra will not institute any litigation claiming access /visitation rights with respect to the minor son. Ms. Vimi Vinod Chopra will not claim any maintenance /child support from Mr. Vinod Gulshandev Chopra.

(ii) Ms. Vimi Vinod Chopra will relinquish all her rights and claims in the Flat standing in the name of Mr. Vinod Gulshandev Chopra at 11-H-702, Neelam Nagar, Phase II, Mulund (East), Mumbai - 400 078, and handover peaceful and vacant possession of the same within a period of 4 months from the date on which the Order thereby recording the terms of this Settlement arrived at between the Parties is passed by the Hon'ble Supreme Court.

(iii) The Optra car bearing registration No.MH-04-BY-4660 registered in the name of Ms. Vimi Chopra shall be handed over to Ms. Vimi Chopra within a period of one week along with RC copy in original from the date of passing of order by the Supreme Court.

(iv) Ms Vimi Vinod Chopra shall surrender the 4 (four) lockers viz. 3 (three) in Shamrao Bank and 1 (one) in Axis Bank. Mr Vinod Gulshandev Chopra shall also sign the closure forms. All the charges, whatsoever, shall be borne and paid by Mr. Vinod Gulshandev Chopra.

(v) Ms. Vimi Vinod Chopra will be entitled to withdraw the amounts lying deposited for the benefit of the three children in the Family Court, Bandra.

(vi) The papers, documents, IT papers, cheques, blank papers (if any) signed by Ms Vimi Vinod Chopra in the proprietary concern named Runwell International, will be given back to Ms Vimi Vinod Chopra. Any letter of authority, guarantees given to banks or others in the name of the Ms Vimi Vinod Chopra would be cancelled. No business operations in the said Runwell International shall be carried out by Mr. Vinod Gulshandev Chopra and the affairs of the said Runwell International shall be fully wound up and all certificates/licenses in the name of the said Runwell International shall be surrendered within a period of 6 months from the date hereof. Ms Vimi Chopra shall give specific power of attorney to Mr. Vinod Gulshandev Chopra for attending and discharging all formalities for closure of the said proprietary concern with various departments like Salestax, BMC, Service tax etc. Mr Vinod Gulshandev Chopra agrees and undertakes to indemnify and keep Ms Vimi Vinod Chopra indemnified from any claim, action, demand and/or proceedings in respect of any liabilities, present and future, on account of the affairs of the said proprietary concern named Runwell International.

(vii) Ms Vimi Chopra shall relinquish her right in all the properties of the husband and also in the Office space at 3117, Bhandup Industrial Estate, LBS Road, Bhandup West, Mumbai-400078, which is currently in joint name. Ms. Vimi Chopra will execute all necessary documents within 2 months for the said purpose before the Appropriate Authority to give effect to the same and the cost, charges, expenses including stamp duty registration charges (if any) shall be borne and paid by Mr. Vinod Gulshandev Chopra.

(viii) Mr. Vinod Gulshandev Chopra will pay to Ms. Vimi Vinod Chopra Rs.10,00,000/- (Rupees Ten Lakhs only) in the following manner:

(a) Mr. Vinod Gulshandev Chopra shall handover the cheque for Rs.1,20,075/- issued by the Post Office pertaining to National Savings Certificates, issued in favour of Mr. Jagdish Kundanlal Madan (father of Ms. Vimi Vinod Chopra) (The NSC be handed over within a week from receipt of authorization letter from Mr. Jagdish Kundanlal Madan to Mr. Vinod Gulshandev Chopra) and Policies issued by the Life Insurance Corporation of India in the name of Ms. Vimi Vinod Chopra, with surrender value amounting to Rs.5,15,430/-, details whereof are as follows:

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Mr. Vinod Gulshandev Chopra will handover the above LIC Policies in original together with letters from the LIC confirming surrender value of the said policies to Ms. Vimi Vinod Chopra upon signing of the present consent terms. Mr. Vinod Gulshandev Chopra further undertakes to extend any assistance that may be required by Ms. Vimi Vinod Chopra obtaining surrender value from LIC.

(b) The balance amount of Rs.3,64,495/- (Rupees Three Lakhs Sixty Four Thousand Four Hundred and Ninety Five only) would be handed over by Mr. Vinod Gulshandev Chopra to Ms. Vimi Vinod Chopra upon execution of the present consent terms, by way of a demand draft in favour of Ms. Vimi Vinod Chopra.

(ix) The partnership firm, Gennext, with Mr Vinod Gulshandev Chopra and Mr Jagdish Kundanlal Madan, the father of Ms Vimi Vinod Chopra as partners shall be dissolved and all papers, documents, IT papers, cheque books and blank papers (if any) signed by Mr Jagdish Kundanlal Madan, father of Ms Vimi Vinod Chopra should be given back. Mr. Jagdish Kundanlal Madan will execute the Dissolution Deed with clause empowering Mr Vinod Gulshandev Chopra to execute all formalities in sole capacity in order to smoothly close the said partnership firm and square up the accounts. Mr. Jagdish K Madan shall not have any claims in the said partnership firm whatsoever and shall also take all necessary steps to ensure that the Bank account in the Saraswat Bank is "defreezed". Mr Vinod Gulshandev Chopra agrees and undertakes to indemnify

and keep Mr Jagdish Kundanlal Madan, the father of Ms Vimi Vinod Chopra indemnified from any claim, action, demand and/or proceedings in respect of any liabilities, present and future, on account of the affairs of the said partnership firm named Gennext.

(x) All other documents, authority letters from Ms Vimi Vinod Chopra and Mr Jagdish Kundanlal Madan, father of Ms Vimi Vinod Chopra in the name of Mr Vinod Gulshandev Chopra, if any, would be duly cancelled and returned to Ms Vimi Vinod Chopra.

(xi) All complaints and pending litigation in any court of law against each other would be withdrawn by Ms. Vimi Vinod Chopra and Mr. Vinod Gulshandev Chopra respectively. The parties hereto agree to seek compounding of the criminal case under 498A of the Indian Penal Code, 1860 filed by Ms. Vimi Vinod Chopra by the Hon'ble Supreme Court, or any other competent Court.

(xii) The parties have no other claim or claims against each other.

(xiii) This Settlement Agreement shall be construed and interpreted in accordance with laws of India.

(xiv) The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full focus and effect to the basic terms and intent of this Settlement Agreement.

(xv) This Settlement Agreement shall become effective from the date on which the Order thereby recording the terms of the Settlement arrived at between the Parties is passed by the Hon'ble Supreme Court."

7. Since the parties have settled their disputes amicably and of their own free will, we are satisfied that Memorandum of Settlement dated 17.07.2013 may be

accepted by us as it is in the interest of the parties as well as the three minor children. We order accordingly.

8. Since the parties have also agreed for annulment of their marriage, we are satisfied that this is a fit case where we may exercise our jurisdiction under Article 142 of the Constitution of India to give quietus to the multiple disputes between them as this will enable complete justice between the parties.

9. Consequently, we waive the statutory period and pass the decree of divorce under Section 13B of the Hindu Marriage Act, 1955. As a result of this, the marriage solemnised between the parties on 07.08.1993 stands dissolved.

10. Criminal Case No. 387/PW/09 pending before the Court of the Metropolitan Magistrate's 27th Court, Mulund, Mumbai shall be treated as dismissed.

11. Civil Appeal and Special Leave Petition are disposed of as above.

12. Interlocutory Application No. 3 of 2013 in Special Leave Petition (Civil) No. 25229 of 2012 and Interlocutory Application No. 3 of 2013 in Civil Appeal No. 6018 of 2012 also stand disposed of.