

# Mridula Deepak Panicker vs Deepak Gopinath Panicker on 5 April, 2022

**Bench: D.Y. Chandrachud, Surya Kant, Bela M. Trivedi**

1

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

Transfer Petition (Civil) No 2921 of 2019

Mridula Deepak Panicker

... Pe

Versus

Deepak Gopinath Panicker

... Re

ORDER

1 A settlement has been arrived at between the petitioner and the respondent on 29 November 2021 before the Kerala State Mediation and Conciliation Centre attached to the High Court of Kerala. The settlement has been signed by the parties and by their counsel and is extracted below:

“COMPROMISE SETTLEMENT THIS COMPROMISE SETTLEMENT is executed on this the 29 th day of November, Two Thousand Twenty One (29-11-2021) between Deepak Gopinath Panicker, S/o Gopinath Panicker, aged 36 residing at 4-B/1804, Dheeraj Dreams Co.Op Hsg Society, near Dreams Mall, L.B.S Marg, Bhandup (West), Mumbai Pin 400 078 (the First Party) and Mridula Deepak Panicker, D/o Balacharidra Menon, aged 34 years, residing at Ramaneeyam, Thalayolapararnbu PO, Kottayam District, Kerala. Pin-686 605 (the Second Party).

The parties are husband and wife and their marriage has broken down owing to temperamental differences and the parties have been living separately since the year 2018.

efforts for reconciliation were not successful and normal married life has become impracticable and impossible. Since Date: 2022.04.08 17:06:27 IST Reason:

their marriage has broken down irretrievably, both parties jointly resolved to end

their marital relationship by a decree of divorce by mutual consent on the following terms and conditions:

1. Both parties hereby agree that the permanent custody of their minor child Lavanya will remain with the Second Party Mridula Deepak Panicker.

2. It is agreed between the parties that the First Party Deepak Gopinath Panicker will make a deposit of Rs.

15,00,000/- (Rupees Fifteen Lakhs Only) in an interest bearing fixed deposit account in ICICI Bank in the name of Lavanya, the minor daughter of the parties. The Fixed Deposit shall remain in force till the minor child Lavanya attains majority.

3. The First party shall make the aforesaid fixed deposit and handover the Fixed Deposit receipt to the Second Party on or before 28th February 2022.

4. It is agreed between the parties that the Second Party can withdraw the interest accrued in the aforesaid fixed deposit account through an SB account in the name of the 2nd party as her lawful guardian. The Second Party can withdraw the interest from the aforesaid SB account only for the sole purpose of utilizing the same for the maintenance and welfare of the child, Lavanya.

5. Both parties hereby acknowledge that they have received all the gold ornaments belonging to each of them which were in the possession of the other party, on this day and they will have no claim in future in this regard against the other party in any manner whatsoever.

6. Second Party agrees that she has no objection for the First party contacting the child Lavanya over mobile phone number 8920150984 provided for the said purpose.

7. It is also agreed between the parties that the First Party has visitatorial right over the child Lavanya twice a year, and First Party is also entitled to take the child to his place of residence in Kerala for few days during school vacations and holidays in the said period twice in a year.

8. For the aforesaid purpose of exercising visitational right and temporary custody of the child, the First Party shall give prior intimation of his arrival to the parents of the Second Party in the mobile number mentioned clause 6 above and the parents of the Second Party shall bring the child to the Thekkenada of Vaikom Mahadeva Temple and handover the child to the First Party. The First Party shall return the child to the parents of the Second Party, after exercising his visitatorial and temporary custodial right, at the the Thekkenada of Vaikom Mahadeva Temple at the agreed time.

9. The parties further agree that the First Party can take the child to Mumbai for brief periods for staying with him during school vacations and holidays after the child attained the age of 12 years. The First Party shall return back the child to the parents of the Second Party at the agreed time and place at Vaikom. The First Party shall meet the expenses for such travel of the child to and from Mumbai. The First Party further agrees that he will not insist for temporary custody of child for

taking the child to Mumbai against the wishes of the child or if the same will interfere with her studies in higher classes.

10. The First Party agrees that he shall sign and forward to the Second Party the application for refund of Rs 50,000/- remitted by the Second Party before Pawar Public School at Bhandup, Mumbai in connection with the admission of the child Lavanya and the Second Party can obtain refund of the said amount from the school.

11. The First Party has no objection for the Second Party obtaining transfer of Marriage Petition No: A-1093/2019 pending before the Family Court at Bandra, Mumbai to Family Court at Ettumanoor, Kottayam District and hereby agrees to give his consent before Hon'ble Supreme Court of India in the pending Transfer Petition (Civil) No: 2921/2019 for ordering such transfer of the case.

12. Both parties agree that once Marriage Petition No: A-

1093/2019 is transferred to and received in the Family Court at Ettumanoor, Kottayam and the Fixed Deposit Receipt mentioned in clause (2) above is handed over to the Second Party, they shall within 10 days thereof, file application for divorce by mutual consent under section 138 of Hindu Marriage Act and take all further steps including personal appearance before Family Court for giving statement to obtain decree of divorce by mutual consent from Family court at Ettumanoor.

13. Parties hereby agrees that they shall withdraw all the allegations raised against each other in the Marriage Petition No: A-1093/2019 and Transfer Petition (Civil) No:

2921/2019 and shall not raise any such allegation in future against each other.

14. Both parties acknowledges that all the disputes, financial or otherwise between them have been settled in terms of this compromise settlement and both parties have no claim including claim for maintenance against each other.

15. Both parties hereby agree that this compromise settlement is irrevocable and undertake that the terms of this compromise settlement are legal, valid, binding and enforceable and executable in the case of breach thereof by any party.

It is declared that the terms and conditions in this compromise settlement and the decision to obtain divorce by mutual consent have taken by the parties with their mutual consent and free will without any pressure, force, coercion or any undue influence from any side.” 2 In terms of Clause 2 of the settlement, the respondent Deepak Gopinath Panicker has deposited a sum of Rs 15,00,000 in an interest bearing fixed deposit account in ICICI Bank in the name of the minor daughter of the parties.

3 The parties have agreed to a decree of divorce by mutual consent in terms of the settlement. In view of the settlement, we order and direct that in exercise of the jurisdiction of this Court under Article 142 of the Constitution, there shall be a decree for dissolution of the marriage between the

petitioner and the respondent.

4 Since the child of the petitioner and the respondent is still a minor, this Court, in the exercise of its parens patriae jurisdiction, directs that the terms of the settlement in regard to the payment of the stipulated sum for the upkeep and maintenance of the minor will not extinguish the legal rights or remedy available to the minor. Hence, in future, if it would become so necessary, the terms of the settlement would not preclude recourse being taken to appropriate remedies under the law for the assertion of the claims of the child for maintenance or in respect of the properties of the parents.

5 Since a decree for divorce has been granted by this Court as prayed for by counsel appearing on behalf of the contesting parties, it would not be necessary for the parties to file a fresh petition before the Family Court, as envisaged in the terms of settlement.

6 The Registry shall draw up a decree for divorce in the above terms. The Transfer Petition is accordingly disposed of.

7 Pending application, if any, stands disposed of.

.....J. [Dr Dhananjaya Y Chandrachud]  
.....J. [Surya Kant] .....J. [Bela M  
Trivedi] New Delhi;

April 05, 2022

-S-

ITEM NO.12

COURT NO.4

SECTION XVI-A

S U P R E M E C O U R T O F  
RECORD OF PROCEEDINGS

I N D I A

Transfer Petition(s)(Civil)

No(s).2921/2019

MRIDULA DEEPAK PANICKER

Petitioner(s)

VERSUS

DEEPAK GOPINATH PANICKER

Respondent(s)

Date : 05-04-2022 This petition was called on for hearing today.

CORAM :

HON'BLE DR. JUSTICE D.Y. CHANDRACHUD HON'BLE MR. JUSTICE SURYA  
KANT HON'BLE MS. JUSTICE BELA M. TRIVEDI For Petitioner(s) Mr. P. A. Noor

Muhamed, AOR Ms. Giffara S., Adv.

For Respondent(s) Mr. C.N. Sreekumar, Sr. Adv.

Ms. Anupama Kumar, Adv.

Mr. Amit Sharma, Adv.

Mr. Prakash Ranjan Nayak, 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 application, if any, stands disposed of.

(SANJAY KUMAR-I)

AR-CUM-PS

(Signed order is placed on the file)

(SAROJ KUMARI GAUR)

COURT MASTER