

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

Petition(s) for Special Leave to Appeal (C) No(s).19229-19230/2023

[Arising out of impugned final judgment and order dated 10-08-2023 in MA Nos.201/2022 and 495/2022 passed by the High Court of Kerala at Ernakulam]

BINO JOSEPH

Petitioner(s)

VERSUS

NEENA CHERIAN & ORS.

Respondent(s)

(IA No. 175982/2023 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

IA No. 175981/2023 - EXEMPTION FROM FILING O.T.

IA No. 243715/2023 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

IA No. 178512/2023 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

IA No. 87610/2024 - STAY APPLICATION

IA No.273734/2025 - JOINT PETITION FOR DISSOLUTION OF MARRIAGE)

WITH SLP(C) No. 16339/2025

(IA No. 174409/2024 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 31-10-2025 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH  
HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Petitioner(s) :

Mr. Parthiv Goswami, Sr. Adv.  
Mr. Dilip Annasaheb Taur, AOR

Mr. Manoj V George, Adv.  
Ms. Shilpa Liza George, AOR  
Ms. Philomina Thomas, Adv.

For Respondent(s) :

Mr. Kush Chaturvedi, AOR  
Mr. Syed Faraz Alam, Adv.  
Mr. Atharva Gaur, Adv.  
Ms. Ayesha Chaudhary, Adv.

Mr. Anil Kumar, AOR

Mr. Parthiv Goswami, Sr. Adv.  
Mr. Dilip Annasaheb Taur, AOR

Mr. Manoj V George, Adv.  
Ms. Shilpa Liza George, AOR  
Ms. Philomina Thomas, Adv.  
Mr. Nasib Masih, Adv.  
Mr. Bibhu Dutta Das, Adv.  
Mr. Azeem Samuel, Adv.  
Ms. Neha Tyagi, Adv.  
Ms. Brinda Bhattiprolu, Adv.

UPON hearing the counsel the Court made the following

**O R D E R**

At the outset, we are informed that the parties have settled the matter, pursuant to which a joint affidavit has been filed to bring on record such terms of settlement.

2. The parties have also joined the proceedings, though virtually. They have been identified by their respective counsel. On a query to them, they have stated before the Court that they are aware of the terms and conditions and also admit that such a joint petition has been filed on their behalf in the present proceedings.

3 The father of the respondent is also present in Court.

4. We deem it appropriate to reproduce the entire terms and conditions of the Settlement Deed dated 13<sup>th</sup> October, 2025:

**"SETTLEMENT DEED**

1. That vide order dated 23-05-2025, in SLP (C) - 19229 & 19230 OF 2023 and SLP [C] No.

16339 of 2025 this Hon'ble Supreme Court referred matters to the Supreme Court Mediation Centre for working out the modalities of a mutual settlement between the parties, for 21.07.2025.

2. The Petitioner/husband Mr. **Bino Joseph Pathiparampil** (AADHAR No. 271738993985 son of Mr. P.V. Joseph, resident of Pathiparampil House, Changanacherry P.O., Vazhapally Village, Changanassery Taluk, Kottayam KERALA) and Respondent No. 1/wife **Mrs. Neena Cherian** (AADHAR No. 821858727174 Wife of Mr. Bino Joseph and daughter of Mr. P.J. Cherian, resident of House No U.P 7/245, Ulloor, Medical College P.O., Thiruvananthapuram KERALA - 695011), hereinafter jointly referred as 'parties'; got married as per Christian rites & ritual on 24.04.2004 at Parel St Mary's Church, Changanacherry, Kottayam District, Kerala.
3. The parties have been blessed with two daughters namely Ms. Tiara Pathiparampil (AADHAR No. 400243759262, DoB – 23.09.2008) and Ms. Hana Pathiparampil (AADHAR No.739466893493, DoB – 06.04.2011), and both daughters are presently residing with Respondent no. 1/Wife Mrs. Neena Cherian and are presently undergoing their school education in Kerala.
4. Serious differences and incompatibilities have arisen between the PARTIES, making it impossible for them to live together as husband and wife. Despite sincere efforts by both PARTIES and their respective family members, reconciliation has not been possible till date.
5. The PARTIES have been living separately since April 2016. The Respondent no.1/Wife has filed a Divorce Petition No. A-1853/2023 before the Bandra Family Court, Mumbai, thereby impleading Adv. Janhvi P. Durve, Enrollment no: MAH/3191/2006, as Second Respondent, and she shall hereinafter be referred to as "the Associate" of the Petitioner-husband in this settlement deed.
6. Having regard to Matrimonial Discord, many litigations have been initiated against each other and their relatives/associates by the parties and same have been tabulate as per **Annexure -A**.
7. Pursuant to aforesaid litigation(s), mentioned at Serial no. 3 & 5 in the Annexure A, the Parties have filed Special Leave Petition (C) Nos. 19229-19230 of 2023 & Special Leave Petition [C] No. 16339 of 2025 before the Hon'ble Supreme Court of India and is pending adjudication before the Hon'ble Supreme Court.
8. The Hon'ble Supreme Court of India, vide its order dated 23.05.2025, with consent of PARTIES was pleased to refer the matter to the Supreme Court Mediation Centre for exploring the possibility of an amicable settlement between the PARTIES.
9. Pursuant to the aforesaid order, the PARTIES participated in mediation sessions on various dates through video conferencing, before Ms. Jyoti Chaturvedi, Mediator because the Husband is placed in Mumbai and Wife is placed in Canada. Having so, the respective Counsels of PARTIES attended the Mediation Proceedings physically, while the Parties appeared through Virtual Mode.

10. During the course of Mediation, the Parties have voluntarily and of their own free will, decided not to live together as husband and wife and have mutually agreed to settle all disputes between them amicably through instant Settlement Deed.
11. The PARTIES intend to submit this Settlement Deed before the Hon'ble Supreme Court with joint prayers as agreed here in, including one for dissolution of their Marriage and quashing of pending cases by invoking the plenary powers of the Court under Article 142 of the Constitution of India.

**NOW THIS SETTLEMENT DEED WITNESSETH AS FOLLOWS:**

**DIVORCE BY MUTUAL CONSENT**

12. The PARTIES agree to jointly pray to the Hon'ble Supreme Court for a decree of divorce by invoking its powers under Article 142 of the Constitution of India, based on this MOU.
13. Both PARTIES shall appear physically or virtually, before the Hon'ble Supreme Court on all dates as may be fixed by the Court and shall make statements confirming their consent to the divorce and withdrawing of all cases pending against each other and their associates / relatives in different courts in India.
14. The PARTIES acknowledge that the matrimonial relationship between them has broken down irretrievably and there is no possibility of reconciliation.

**RELEASE OF ATTACHED PROPERTIES**

15. The PARTIES agree to jointly pray to the Hon'ble Supreme Court for an order lifting the attachments on properties of the Husband and/or his relatives that were attached by Family Court, Kottayam at Ettumanoor vide its order dated 12-12-2023 in EA 4 /2023 in EP 31 /2022 in OP 1335 /2017 for recovery of money as per order in OP 1335/2017 and for a directive to Family Court, Kottayam at Ettumanoor to take necessary steps in effecting the release of the said properties from said attachment, in favour of Husband.
16. The WIFE covenants that upon effect of this settlement she unconditionally relinquishes her right to object any application moved in the Ld Trial Court for the lifting of the attachment of the said properties and relinquishes her right to challenge in appeal any action / order of the lower Court undertaken for the lifting of the attachment of the said properties.

**QUASHING / CLOSING / WITHDRAWAL OF CASES / COMPLAINTS:**

17. The WIFE/ HUSBAND agrees that all cases, complaints, and legal proceedings filed by her/him or their associates against the HUSBAND/WIFE and/or his/her relatives / associates, as mentioned in clause 6 herein above, will stand withdrawn/applied to be quashed by the Hon'ble Supreme Court as on the date of the decree of divorce by the Hon'ble Supreme Court. The PARTIES agree to jointly

pray to the Hon'ble Supreme Court to Quash / Close all pending cases as referred in clause 6 here in above.

18. The PARTIES shall provide all necessary cooperation, including signing required documents, making statements before appropriate authorities, and attending necessary hearings for the effective lifting of property attachments and withdrawal of all cases and complaints, as required before any lower court or any other forum, if required. However, the parties are of the Bonafide belief that all the pending cases shall be closed as per Clause 17.
19. Each Party covenants that there is/are no case(s) or complaint(s) other than the ones listed in clause 6 herein in above filed by they themselves or their relatives or associates against the other party pending before any Court, authorities or any other forum in India or any other country. The Parties agree that any such case/s, if it comes to knowledge of any party later, shall stand deemed to be withdrawn / quashed as on the date of the decree of divorce by the Hon'ble Supreme Court.
20. The Petitioner/HUSBAND or his relative, acquaintances, legal heir undertakes not to initiate any fresh legal proceedings, complaints, or cases against the Respondent no.1/WIFE, two daughters, her family members or relatives, relating to their matrimonial relationship in the future, in any manner.
21. The Respondent no.1/WIFE undertakes not to initiate any fresh legal proceedings, complaints, or cases against the Petitioner/HUSBAND, his family members, relatives or associates in the future, relating to their matrimonial relationship or arising from any incidents or actions that have occurred till the date of this settlement or based on any facts that are in existence as of the date of this settlement.
22. The PARTIES agree to jointly pray to the Hon'ble Supreme Court to dispose-of the Special Leave Petition (C) Nos. 19229-19230 of 2023 & Special Leave Petition [C] No. 16339 of 2025 before the Hon'ble Supreme Court of India, allowing the joint prayers made under the terms of this settlement deed.

#### **PERMANENT ALIMONY, MAINTENANCE AND OTHER CLAIMS**

23. The HUSBAND agrees to pay a one-time lump sum amount of ₹3,00,00,000/- [₹ THREE CRORES] to the WIFE as full and final settlement of all financial claims including the Money Suits pending between the Parties and the expenses for maintenance and education of the two daughters from May 2016 until the completion of their continuing education/graduation of the two minor daughters who are in the care and custody of Respondent Wife-
24. The said amount shall be paid by the HUSBAND to the WIFE in her name namely “**Neena Cherian**” through DEMAND DRAFT on the date of listing of Application seeking Decree of Divorce by the Hon'ble Supreme Court, before the Hon'ble court but only after the Parties signs and accepts this settlement deed and also presents themselves before the Hon'ble Supreme Court in

person physically or through video conferencing and agree to the terms of this settlement deed before the Hon'ble Supreme Court.

25. The WIFE hereby declares that she is not claiming any Permanent Alimony or Maintenance from the husband. Upon receipt of the aforesaid amount as stated in clause 23, the WIFE hereby relinquishes her rights forever to all awards by lower Courts passed in all cases, pending and closed, as referred in clause 6 herein above and in any other case that may be unknown to the HUSBAND. All orders passed by the lower courts against the HUSBAND in all matters of maintenance and money / property / other will stand vacated and unenforceable as on the date of confirmation of this settlement by the Hon'ble Supreme Court, especially in reference to Clause 16 of this agreement. The parties undertake not to initiate any litigation arising out of their matrimonial relationship including past, present or future alimony or maintenance for the wife. In the event that the Respondent No 1/WIFE chooses to file any case for maintenance or alimony for her against the Petitioner/HUSBAND in the future, the Respondent/WIFE undertakes to repay the aforesaid amount of ₹3,00,00,000/- (Rupees Three Crores only) to the Petitioner Husband.
26. Upon receipt of the aforesaid amount, the WIFE hereby relinquishes and waives all her rights to claim any further amount by way of maintenance, alimony, compensation, inheritance in property or any financial support from the HUSBAND under any law, existing or newly enacted after the date of effect of this settlement, including but not limited to Section 125 of the Criminal Procedure Code and/or Section 144 of the Bharatiya Nagarik Suraksha Sanhita (BNSS). The WIFE hereby relinquishes and waives all her rights to claim any relief whatsoever under the Protection of Women from Domestic Violence Act, 2005 or any similar law, existing or newly enacted after the date of effect of this settlement.

#### **CUSTODY AND GUARDIANSHIP OF THE CHILD**

27. Both PARTIES agree that the WIFE shall have the sole and exclusive custody and guardianship of THE DAUGHTERS, and the HUSBAND hereby waives his right to apply for custody thereof, temporary or permanent, now or at any time in the future.
28. The WIFE shall be responsible for the day-to-day care, welfare, upbringing, and education of THE DAUGHTERS.
29. The WIFE will share with the HUSBAND the location, address, phone numbers, email IDs and all other contact details of the DAUGHTERS and the HUSBAND can be freely in touch with the DAUGHTERS. The WIFE will allow the HUSBAND to meet the DAUGHTERS at mutual convenience and will also allow the DAUGHTERS to spend liberal time with their father during their vacations, subject to convenience of the daughters. The WIFE will keep the HUSBAND informed in a timely manner about the health, education and other details of the DAUGHTERS and

the husband is at liberty, in his capacity as their responsible father, for rendering any assistance to these daughters for their health, education or marriage. The Parties undertakes to try to the best of their abilities to foster a healthy and strong relationship between the DAUGHTERS and their parents.

### **FINANCIAL ARRANGEMENTS FOR THE CHILDREN**

30. The Petitioner/HUSBAND agrees to pay a fixed amount of ₹10,00,000/- [₹ Ten LAKHS] each for his daughters at the time of their marriage and shall cooperate in the marriage ceremony and related functions discharging his duties as father. It is agreed between the parties that this settlement between husband and wife is towards the severance of the matrimonial relationships between them once and for all expenses for the maintenance of the two children until the completion of their continuing education/graduation . All the rights of the two children with respect to their parents and their properties, after attaining majority, are left open to them and not made part of this settlement deed.

### **NON-INTERFERENCE**

31. Both PARTIES agree not to interfere in the personal life, privacy, business, profession, or other affairs of each other and their relatives / associates, directly or indirectly.
32. The PARTIES shall maintain a respectable distance from each other and shall not visit each other's residence or workplace without prior permission, even for visitation of the children.
33. The PARTIES shall not make any defamatory or derogatory statements against each other and their relatives / associates, in public or private forums, including social media platforms.
34. The Respondent/Wife agrees to delete the Facebook post, dated 11-02-2021, which contains adverse comments against the Petitioner/Husband and his relatives/associates within fifteen (15) days from the date of execution of this Settlement Deed. The Petitioner/Husband, in turn, undertakes to send personal Facebook Messenger messages to all individuals to whom he had previously communicated any allegations against the Respondent/Wife and/or her relatives and shall share screenshots of such communications with the Respondent/Wife within seven (7) days from the date of execution of this settlement deed. The content of such messages shall be strictly limited to a withdrawal of his earlier allegations and threats, without including any new statements, explanations, or justifications.

### **GENERAL**

35. The PARTIES acknowledge that this MOU is being executed at the Supreme Court Mediation Centre pursuant to the referral order of the Hon'ble Supreme Court, and upon acceptance by the Court, shall have the same force and effect as a decree of divorce and settlement passed by the

Court.

36. The PARTIES understand this mediated settlement agreement shall be binding on the parties, including their family members and their associates, who are also personally aware and consented to this settlement and enforceable in the same manner as if it were a judgment or decree passed by a court. The PARTIES undertake to keep this Settlement Deed confidential and not to disclose public at large in any manner. The Parties undertakes that they would be bound by this Settlement Deed and any violation of the same will be deemed as a violation of the consent decree and all rights under law to prosecute for the same shall be open to the parties.
37. This Settlement Deed constitutes the entire understanding between the PARTIES with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, if any.
38. The PARTIES confirm that they have entered into this MOU voluntarily, without any coercion, undue influence, fraud, or misrepresentation, and with full understanding of its terms and legal implications.”

**5. Learned counsel for the parties submit that in terms thereof, demand draft No.011224 dated 14<sup>th</sup> October, 2025 for a sum of Rs.3,00,00,000/- (Rupees three crores) in favour of respondent No.1 is with them and which is being handed over to the father of respondent No.1 in Court. The same is accepted by the father of respondent No.1.**

**6. Further, as prayer has been made for quashing of inter-se cases pending between the parties, details of which has been given in paragraph 6 of the aforesaid Settlement Deed, the same stand quashed.**

**7. The parties have also prayed for grant of divorce by mutual consent by exercising our powers under Article 142 of the Constitution of India.**



8. Having regard to the aforesaid, we are inclined to allow such prayer also. Accordingly, the marriage solemnized between the petitioner-husband(Bino Joseph) and the respondent No.1-wife (Neena Cherian) on 24<sup>th</sup> April, 2004 stands dissolved by a decree of divorce by mutual consent. Registry to issue a decree accordingly.

9. Learned counsel for respondent No.1 submits that there has been an agreement with regard to the custody/visitation rights relating to the daughters, between the parties which is recorded in paragraphs No. 27 to 30 of the aforesaid Settlement Deed.

10. We deem it appropriate to reiterate that as per paragraph No.15, the parties will take all steps to ensure that they shall be filing a petition seeking lifting of the attachment order dated 12<sup>th</sup> December, 2023 in EA 4/2023 in EP 31/2022 in OP 1335/2017 without any delay.

11. Before parting, we only indicate that the parties shall strictly adhere to the conditions mentioned in the Settlement Deed dated 13<sup>th</sup> October, 2025.

12. We record our appreciation for the reasonable stand taken by the parties as well as by their respective learned counsel and the role played by the learned Mediator.

13. The Special Leave Petitions stand disposed of in terms aforesaid.

14. Pending applications shall also stand disposed of.

(ANITA MALHOTRA)  
AR-CUM-PS

(ANJALI PANWAR)  
ASSISTANT REGISTRAR