

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPEAL No.10 OF 2025
(Arising out of SLP(Cr1.)No.1051 of 2024)

NEELIMA CHOURE

... APPELLANT

Versus

VIJAY CHOURE & ANR.

... RESPONDENTS

O R D E R

1. Leave granted.

2. The instant appeal, at the instance of the appellant-wife, is directed against an order dated 10.07.2023, passed by the High Court of Madhya Pradesh at Indore, in terms whereof the appellant's claim for grant of suitable maintenance was partly allowed and instead of Rs.5,000/- (Rupees Five Thousand) per month, she has been awarded Rs.7,000/- (Rupees Seven Thousand) per month as maintenance. It may be mentioned that the Family Court had earlier increased the maintenance from Rs.3,000/- (Rupees Three Thousand) per month to Rs.5,000/- (Rupees Five Thousand) per month.

3. The precise case of the appellant is that monthly salary of respondent No.1 - her husband was Rs.84,463/- (Rupees Eighty Four Thousand, Four Hundred and Sixty Three), and hence she is entitled to the maintenance, keeping in view the monthly income and standard of living of the husband. It may be mentioned that the parties have a daughter born from the wedlock, who has been under the care and custody of the appellant-wife, throughout.

4. It is not necessary for us to go into the factual details and suffice it to mention that pursuant to the order dated 04.11.2024, the parties were referred to the Mediation Centre, attached to the High Court of Madhya Pradesh, Indore Bench. Under the aegis of the said Mediation Centre, they have now entered into a Settlement Agreement dated 28.11.2024. The said Agreement has been placed on record along with a joint application (I.A.No.278701/2024). It may be mentioned that while referring the case to the Mediation Centre, we had also suggested that the daughter of the parties may be associated, so that the entire family can interact with each other. Their daughter (respondent No.2 - Tarini Choure) consequently, was associated and she is also a signatory to the Settlement Agreement.

5. As per the Settlement Agreement, respondent No.1 - husband has agreed to pay a sum of Rs.73,00,000/- (Rupees Seventy Three Lakhs) to the appellant and their daughter (respondent No.2 herein) in two parts of Rs.30,00,000/- (Rupees Thirty Lakhs) and Rs.43,00,000/- (Rupees Forty Three Lakhs) respectively.

6. Counsel for the parties jointly state that the first part of Rs.30,00,000/- (Rupees Thirty Lakhs) has been paid by respondent No.1 - husband to the appellant-wife in two installments of Rs.15,00,000/- (Rupees Fifteen Lakhs) each.

7. As regards the sum of Rs.43,00,000/- (Rupees Forty Three Lakhs), this is the amount spent by respondent No.1 on the education of their daughter, namely, respondent No.2 herein. That amount was to be adjusted towards the lump sum alimony/maintenance payable to the appellant and their daughter - respondent No.2. The

daughter of the parties is presently studying in Ireland. She, in order to maintain her own dignity, has declined to retain the amount of Rs.43,00,000/- (Rupees Forty Three Lakhs) spent on her education by her father-respondent No.1 herein. It seems that respondent No.2 insisted to refund that amount to her father. Respondent No.1, the father of respondent No.2, however, declined to accept the said amount.

8. We are of the considered view that Rs.43,00,000/- (Rupees Forty Three Lakhs) is an amount to which respondent No.2 was entitled to in law. She, being the daughter, has an indefeasible, legally enforceable, lawful, and legitimate right to secure educational expenses from her parents. All that we observe is that the daughter has a fundamental right to pursue her education, for which the parents could be compelled to provide necessary funds within the limit of their financial resources. The said amount has been spent by respondent No.1 - father without any compelling reasons. That shows that he was financially sound to the extent of providing the aforesaid financial assistance to his daughter for her academic pursuits. Respondent No.2 has, thus, got a right to retain that amount. She need not, therefore, return that amount either to the appellant or to respondent No.1, and may suitably appropriate it as she may deem fit.

9. As regard to the appellant, since she has already received the agreed amount of Rs.30,00,000/- (Rupees Thirty Lakhs), and the parties are admittedly living separately for the last 26 years, we see no reason not to entertain their prayer for grant of a decree of divorce by mutual consent. Consequently, we invoke our

powers under Article 142 of the Constitution and dissolve the marriage of the parties by granting a decree of divorce by mutual consent.

10. As a result of the Settlement Agreement, the parties shall not pursue any court case against each other and if any case is pending before any forum, the same shall stand disposed of in terms of the Settlement Agreement. The parties shall have no claim against each other in future and they shall abide by the terms and conditions of the Settlement Agreement, which shall form part of this order.

11. The appeal stands disposed of in the above terms.

12. As a result, the pending interlocutory applications stand disposed of.

.....J.
(SURYA KANT)

.....J.
(UJJAL BHUYAN)

NEW DELHI;
JANUARY 02, 2025.

ITEM NO.25

COURT NO.3

SECTION II-A

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 (CrI.) No(s).1051/2024

[Arising out of impugned final judgment and order dated 10-07-2023 in CRR No.984/2011 passed by the High Court of Madhya Pradesh at Indore]

NEELIMA CHOURE

Petitioner(s)

VERSUS

VIJAY CHOURE & ANR.

Respondent(s)

([MEDIATION REPORT RECEIVED])

IA No.278701/2024 - APPLICATION FOR SETTLEMENT

IA No.259488/2023 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

IA No.259489/2023 - EXEMPTION FROM FILING O.T.)

Date : 02-01-2025 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT

HON'BLE MR. JUSTICE UJJAL BHUYAN

For Petitioner(s) Mr. Sumeet Samvatsar, Adv.
Mr. Kaustubh Fadnis, Adv.
Mr. Kaustubh Dube, Adv.
Mr. A. Selvin Raja, AOR

For Respondent(s) Ms. Taruna Ardhendumauli Prasad, AOR
Mr. Shivank S Singh, Adv.
Mr. Rohit H Nair, Adv.

Mr. Prateek Maheshwari, Adv.

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

Leave granted.

The appeal stands disposed of in terms of the signed order.

As a result, the pending interlocutory applications stand disposed of.

(SATISH KUMAR YADAV)
ADDITIONAL REGISTRAR

(PREETHI T.C.)
ASSISTANT REGISTRAR

(Signed order is placed on the file)

