

**HIGH COURT OF TRIPURA
AGARTALA**

Crl.Rev.P. No.20/2023

Smt. Tapashi Debbarma, W/O. Shri Nilmani Debbarma, Resident of:-Ujan Abhoynagar, P.S.-East Agartala, P.O.-Abhoynagar, Pin-799005, District-West Tripura.

..... Petitioner(s).

V E R S U S

1. The State of Tripura,

2. Shri Nilmani Debbarma, S/O. Late Biswarath Debbarma, Senior Manager (TSECL), 79 Tilla, SDCL, Kunjaban, P.O.-Agartala, Pin-799006, District-West Tripura.

.....Respondent(s).

For Petitioner(s) : Mr. D.C. Saha, Advocate,
Ms. Ranasree Pal, Advocate.

For Respondent(s) : Mr. Samrat Ghosh, Addl. P.P.

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH

Order

02/08/2023

Petitioner-wife is aggrieved by the impugned judgment dated 09.01.2023 passed in case No. Crl.Misc. 287 of 2021 by the learned Judge, Family Court, Agartala, West Tripura whereby the monthly maintenance amount has been enhanced from Rs.20,000/- to Rs.25,000/- only instead of Rs.50,000/- as claimed by her.

2. Parties were sent for mediation to find out an amicable settlement of their dispute by order dated 21.06.2023. The mediation has been successful as per the report dated 27.07.2023 submitted by the Coordinator, Mediation Centre, High Court of Tripura enclosing the terms of settlement between the parties. The parties have agreed to live separately but there would be no divorce. The father, respondent No.2, shall have visiting rights to visit the sons on due intimation. He has agreed to give financial assistance to both the sons

towards higher education, medical expenses or any other emergencies to the best possible. From January, 2024 (accruing on January end or February beginning) there will be increase in the monthly maintenance by Rs.10,000/- only, i.e. a total sum of Rs.35,000/- would be payable by the respondent No.2 to the appellant/petitioner to be paid by 10th of every succeeding month. Respondent-husband has agreed to give 10% of the enhanced increment amount from his salary to the petitioner-wife as and when it accrues. Deductions are to be made from the salary of the respondent-husband by his Drawing and Disbursing Officer and credited directly to the bank account of the petitioner-wife from time to time. The two sons of the appellant/petitioner and the respondent No.2 have assured to look after their parents and take their responsibilities in their old ages within their means.

3. Further terms of settlement are also incorporated hereunder:

"14. That, the pending cases before the Learned Family Court Judge, Court No.1, West Tripura, Agartala between the instant Appellant-Smt. Tapashi Debbarma and Respondent No.2-Shri Nilmani Debbarma as:

TS(DIV)627/2021-Shri Nilmani Debbarma Vs. Smt. Tapashi Debbarma, which has next date-17.08.2023.

Crl.Misc.545/2022-Smt. Tapashi Debbarma Vs. Shri Nilmani Debbarma, next date-17.08.2023;

Or before any other Court/Authority filed by them against each other will be withdrawn at earliest possible after getting disposed off the instant case, i.e., the criminal Revision Petition.

15. That, the Respondent No.2-Shri Nilmani Debbarma assures to pay the Appellant-Smt. Tapashi Debbarma, Rs.30,000/- (Rupees Thirty Thousand) only within 15/September/2023 which was taken as an education loan by the Appellant-Smt. Tapashi Debbarma to pay the semester fees of their younger son during his pursuance of Graduation in Holy cross college.

16. That, both parties (Appellant-Smt. Tapashi Debbarma and Respondent No.2-Shri Nilmani Debbarma) agree to restrain themselves from using any defamatory words against each other. That, both them have given their consent to maintain the reputation/dignity of each other

and also will not interfere on each other's personal as well as public life henceforth.

17. That, both of these parties (Appellant-Smt. Tapashi Debbarma and Respondent No.2-Shri Nilmani Debbarma) are staying separately for long time and are living separately in their respective addresses without maintaining any sort of marital cohabitation towards each other. And now, due to long separation between the parties, the distances between them reached to such an extent which is non bridgeable in any condition or circumstances as till now and they are also not in a position to live together at present and therefore the Appellant-Smt. Tapashi Debbarma and Respondent No.2-Shri Nilmani Debbarma have decided on their free will, voluntarily to make this settlement of separation on their mutual consent without any further demand to each other.

Upon discussion on these terms of settlement of separation herein above between the Parties, they acknowledge and confirm the same to be arrived at by them without any influence or coercion and to be adhered by them hereafter. During the Mediation Sessions, Son's: Shri Samuel Debbarma and Shri Sakalam Debbarma played a major role and certain situations in the term above, mentions their obligations also. That is why, their signatures are also taken at the end, here. The contents of this settlement terms above were read over and explained to them in English, Bengali and Hindi vernacular and upon both the relevant Parties agreeing, their signatures were taken. Copy of this settlement terms is hereby supplied to the Appellant-Smt. Tapashi Debbarma and Respondent No.2-Shri Nilmani Debbarma each, respectively."

4. Ms. Ranasree Pal, learned counsel for the petitioner, submits that since the matter has been amicably settled, the instant petition may be disposed of.

5. Parties shall adhere to the terms of settlement and honour their reciprocal promises. Since the dispute between the spouses has been settled amicably on mutual terms and conditions without getting separated by the decree of divorce by payment of regular monthly maintenance at the rates agreed upon by them, no *lis* survives to be adjudicated in the present revision petition.

6. Accordingly, the instant revision petition is disposed of in terms of the settlement.

Pending application(s), if any, also stands disposed of.

(APARESH KUMAR SINGH), CJ

PULAK BANIK Date: 2023.08.03
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