

**HIGH COURT OF TRIPURA
AGARTALA
Tr.P.(C) NO.5 OF 2023**

Smti. Sampa Das
Vs.
Shri Rajib Deb

HON'BLE MR. JUSTICE T. AMARNATH GOUD

Present:

For the Petitioner(s) : Mr. S. Lodh, Advocate.

For the Respondent(s) : Mr. S. Bhattacharjee, Advocate.

30.05.2023

Order

This present petition has been filed under Section 24 of the Civil Procedure Code, 1908, for withdrawing Title Suit(Divorce) 25 of 2022, pending before the learned Court of the Family Judge, Unakoti Judicial District, Kailashahar, and thereafter, transfer the same to the learned Court of the Family Judge, West Tripura, Agartala.

Both Mr. S. Lodh, learned counsel appearing for the petitioner as well as Mr. S. Bhattacharjee, learned counsel appearing for the respondent are present before this Court and has filed the compromise affidavit which has been entered into by both the petitioner-wife and respondent-husband. The said compromise affidavit is taken on record and its terms and conditions are as under:-

"(i) That, at the intervention of well wishers and relatives and friends, the parties (the petitioner-Wife and the Respondent-Husband) have agreed to withdraw allegation(s)/averment(s)/counter allegation(s), exchanged between them and during their faint relationship.

(ii) That the Petitioner-Wife and the Respondent-Husband should take all possible necessary steps to convert the Suit for Divorce, filed by the Respondent, registered vide T.S.(Divorce)-25 of 2022, pending before the L'd Court refused to accept his application for conversion, then in that occasion, the Petitioner-Wife and the Respondent-Husband shall mutually file an application U/s 13B for divorce on Mutual Consent, before the L'd Family Court, Kailashahar, Unakoti District. Along with the same, both the parties will jointly file separate application for waiving of cooling off period of 6 months, U/s 13(B)(2) of the Hindu Marriage Act, 1955.

(iii) It is agreed between the parties, that, the Respondent shall pay an amount of Rs.5,000/- (Rupees Five Thousand) per month, as maintenance, in favour of the daughter, Rajasree Dey, for her welfare and upbringing, in her bank account, if any, and if not the said amount will be transmitted through the bank account of the petitioner (to be provided) by the Respondent. The said amount will be paid by the Respondent, w.e.f. August, 2023.

(iv) It is also agreed and decided between the parties, that, consolidated and full amount against all the claims in respect of present and future maintenance of the petitioner, as permanent alimony and all other claimed and unclaimed dues @ Rs.3,95,000/- (Three lakh Ninety Five Thousand Only) shall be paid by the Husband Respondent, positively, on the date of conversion or on the date of filing an application for mutual divorce or before the date of final order, dissolving marriage between the parties, by the L'd Family Court. If necessary, the Husband can provide the said amount of Rs.3,95,000/-(Three Lakh Ninety Five Thousand Only) by way of 2 installments, but entire amount positively be paid on or before the final decree of divorce, otherwise the Divorce proceedings cannot be adjudicated by the L'd Family Court. The wife petitioner also assures that, in future she will not claim any maintenance from the Husband Respondent. The mode of transaction in both the occasion will be by way of Demand Draft/NEFT. No cheque payment will be entertained by the petitioner. The wife petitioner shall give money receipt acknowledging receipt of the said amount.

(v) The petitioner Wife, made proposal that, their daughter Rajasree Dey, will be under the permanent custody of mother. The Husband Respondent agreed that said proposal of the Wife-Petitioner in open mind with a reservation, that, Husband shall be provided with visitation rights of thrice a month. The Wife readily agreed that said proposal of the Respondent and ensures that, there will be no inconvenience from the side of the mother of the daughter and if the daughter also desires to reside with the Respondent, then she will make all arrangements.

(vi) The Husband shall return back all the Stridhan, as mentioned below. The Parties shall amicably fix the date to return the said articles. An inventory shall be prepared and sign by both the parties, regarding receipt of the list of articles, shall be handed over and taken over 'as is where is basis, in its present position'. The items to be handed over by the Respondents to the Petitioners are as follows:-

(I) Showcase (II) Godrej Almirah (III) Alna (IV) Wooden Box Khat(v) Glass- Tea Table (vi) Wooden Tool (vii) TV rack (viii) Stand fan (ix) 2 Nos of Plastic Racks (x) Dressing Table (xi) Sony Hooper (xii) Items presented during marriage ceremony (xiii) Sill Sinhasan (xiv)

Golden Ear Ring-1 pair (xv) LG-Freeze (xvi) 2 No.LG-TV (xvii) Utensil rack (xviii) Hawking-Pressure Cooker (xix) Rice Cooker (xx) 2 Nos. Dinner Set (xxi) Lapula Dinner set (6 pcs) (xxii) LG- Washing Machine (xxiii) Police Trunk including all utensils in it (xxiv) Big Deg-2 Nos (xxv) Big Karai-1 No.(xxvi) Big Gamla-1 No. (xxvii) Scooty-Hero Pleasure (xxviii) Water Filter-1 No(xxix) Juicer Machine-1 No.(xxx) Sofa set (xxxi) Plastic Table-2 Nos.(xxxii) Plastic Chair-4 Nos. (xxxiv) Kusi Katar Parda.

(vii) Both the parties, will take appropriate steps by producing the instant SOLENAMA, for doing the needful as mentioned above.

(viii) This SOLENAMA has been executed between the parties with their mutual consent, free will, without any pressure, force, coercion or undue influence from any side.

(ix) This SOLENAMA is confined to the Petitioner and the Respondent only. It will not affect the rights & liabilities of the minor daughters Ms. Rajasree Dey."

In view of the above terms and conditions, the present transfer petition stands closed. Both parties are at liberty to take appropriate steps before the competent Court or Police Station or any other forum wherever their disputes are pending and the said forum shall consider the Order passed by this Court in order to adjudicate the matter pending before them. It is needless to submit that since the terms and conditions of the compromise have been entered amongst both parties out of their free will and consent, the above-mentioned terms and conditions are binding upon both parties.

As a sequel, stay if any stands vacated. Pending application(s), if any also stands closed.

JUDGE