

**HIGH COURT OF TRIPURA
AGARTALA
I.A.02 of 2023 in Review Pet.No.35 of 2022**

Smt. Naina Saha

.....Applicant(s)

Versus

Sri Sunil Debnath

.....Respondent(s)

For Applicant(s) : Mr. J. Majumder, Adv.

For Respondent(s) : Mr. U.K. Majumder, Adv.

**HON'BLE THE CHIEF JUSTICE (ACTING)
HON'BLE MR. JUSTICE ARINDAM LODH**

Order

12.01.2023

Heard Mr. J. Majumder, learned counsel appearing for the applicant as well as Mr. U.K. Majumder, learned counsel appearing for the respondent.

2. This is an application under Order 23 Rule 3 of CPC, 1908 read with Section 151 of the CPC regarding the settlement between the appellant and the respondent herein.

3. Aggrieved by the judgment passed by the learned Additional Judge, Family Court, Agartala, West Tripura in Case No.T.S.(Divorce)No.372 of 2012 dated 12.10.2018, the applicant wife preferred the appeal before the Hon'ble High Court which was registered as Case No.MAT.APP.No.09 of 2019 and the case was dismissed by this Hon'ble Court by an order dated 24.03.2022. Finding no other alternative, the applicant wife preferred an

application under Section 114 read with Order XLVII Rule 1 and Order XLI Rule 21 of the CPC to review the judgment and order dated 24.03.2022 and to rehear the appeal on the grounds which is mentioned in Review Case No.35 of 2022.

4. The respondent husband appeared before the Hon'ble Court after receiving the notice and contested the said appeal by filing Vokatnama. Due to their family dispute, multiplicity proceeding has been initiated in both the parties.

5. The applicant wife filed an application for monthly maintenance for herself and her son under Section 125 of the Cr.P.C., 1973 from the respondent husband in the Court of the learned Judge, Family Court, Agartala which was registered as Case No.Misc.476 of 2012 and the case was disposed of on 05.11.2014 by the said Judge wherein the respondent husband was directed to pay a maintenance for an amount of Rs.4,000/- to the applicant wife and the son of the parties. Later, the maintenance was enhanced to Rs.6,000/-. Accordingly, the respondent husband is paying the same to the applicant wife and the son of the parties being deducted from the salary of the respondent husband on the basis of the order of the learned Additional Judge, Family Court, Agartala.

6. Regarding the custody of the single child Master Upalakysh Debnath has not yet been ever arisen between the parties and at no forum, the same is agitated. Moreover, the visitation issue of the child has not yet been ever arisen between the parties and at no forum, the same is agitated.

Future educational and matrimonial expenses of Master Upalakysh Debnath are not yet been settled between the parties and the same has been arisen.

7. Now, the parties are desires of settling their disputes to avoid trouble, inconvenient, expense, present litigation and claim, future litigations and claims etc. For that this compromise petition has been filed following the terms and conditions which reads as under :

(1) The respondent husband shall pay monthly maintenance of Rs.6,000/-(Six Thousand) only to the son of the parties namely Upalakysh Debnath and the applicant wife shall not be entitled to any maintenance from the respondent husband. The aforesaid monthly maintenance of Rs.6,000/-(Six Thousand) only to the son of the parties namely Master Upalakysh Debnath shall be subject to enhancement and enforcement from time to time in accordance with the Code of Criminal Procedure, 1973. In case of contingency if so arisen in future during the minority of Master Upalakysh Debnath the applicant wife shall be at liberty to file an application under the Code of Criminal Procedure, 1973 for enhancement and enforcement from time to time. The respondent husband shall be at liberty to approach the Family Court, Agartala for alteration of the original order dated 05.11.2014 passed in Case No.Misc.476 of 2012 if so desired and the applicant wife shall have no objection for the same in terms of this terms and conditions of settlement. The deduction from the salary shall continue as being ordered by the learned Additional Judge, Family Court, Agartala.

(2) The respondent husband is not interested to pursue or contest the case being Review Pet.No.35 of 2022 arising out of MAT.APP.No.09 of 2019 (D/O) pending before the Hon'ble High Court of Tripura and prays for passing a decree of divorce in favour of the applicant wife.

(3) The parties agreed that Master Upalakysh Debnath shall be in custody of his mother i.e. the applicant wife during his minority. On second Sunday and fourth

Sunday of every month, the respondent husband or his family members shall visit Master Upalakysh Debnath in and around Anandamoyee Ashram, near Town Hall under East Agartala Police Station, Agartala at 2:00 p.m. for three hours; the applicant wife shall facilitate all peaceful and congenial atmosphere so that the respondent husband or his family members may meet Master Upalakysh Debnath cordially and peacefully in congenial atmosphere. Unless there are misfortune or unpredictable facts of God the applicant shall be bound to bring Master Upalakysh Debnath in and around Anandamoyee Ashram, near Town Hall under East Agartala Police Station, Agartala at 2:00 p.m.; failing which the respondent husband shall be at liberty to approach the Family Court, Agartala enforcement if so desired and the applicant wife shall have no objection for the same in terms of the said terms and conditions of settlement.

(4) The parties agreed that all the educational expenses of Master Upalakysh Debnath shall be borne by the respondent husband even after attaining majority including the period of his minority. Master Upalakysh Debnath shall be at liberty to file an application under Section 125 of the Code of Criminal Procedure, 1973 for his educational expenses, if he so desires.

When the matter is taken up both the parties were present along with their respective counsel and they both agreed to maintain the terms and conditions in terms of compromise settlement which is quoted above. Accordingly, the personal appearance of both the parties namely Smt. Naina Saha, the wife and Sri Sunil Debnath, the husband is dispensed with.

In terms of the above terms and conditions, the present compromise application stands allowed and disposed of.

Compromise deed as submitted by Mr. J. Majumder, learned counsel appearing for the applicant shall be kept on record.

JUDGE

CHIEF JUSTICE (ACTING)

