

Serial No. 02
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

CRP No. 32 of 2022

Date of Decision: 23.03.2023

Smti. Rebecca Ranee

Vs.

Shri. Robert Khongwir

Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. Philemon Nongbri, Adv. with
Mr. E. Lalsangluaia, Adv.

For the Respondent(s) : Mr. K.S. Kynjing, Sr. Adv. with
Ms. B. Rapsang, Adv.

i) Whether approved for reporting in Law journals etc.: Yes/No

ii) Whether approved for publication in press: Yes/No

JUDGMENT AND ORDER (ORAL)

1. This is an application under Order 6 of the High Court of Meghalaya (Jurisdiction over District Council Courts) Order 2014 read with Article 227 of the Constitution of India.

2. The petitioner being aggrieved by the impugned order dated

11.10.2022 passed by the learned Judge, District Council Court, Shillong in Petition No. 267 of 2020 (Misc. Case No. 14 of 2020) in Divorce Suit No. 66 of 2019 has approached this Court with a prayer to set aside the said order dated 11.10.2022.

3. In brief, the background of the case is that the petitioner and the respondent were husband and wife having solemnized their marriage on 25.05.2013 at Shillong, out of which union a son was born to them on 03.06.2016. In course of the matrimonial relationship, differences cropped up to the extent that the parties are now living separately.

4. The petitioner had then preferred an application being M.C.R. No. 41 of 2018 under Section 125 Cr.P.C seeking maintenance from the respondent to which the learned Magistrate First Class, Subordinate District Council Court, Shillong vide order dated 18.01.2019 was pleased to direct for payment of interim maintenance of ₹ 55,000/- (Rupees fifty five thousand) only per month.

5. It may also be mentioned that the respondent herein has also filed Divorce Suit filed before the Family Court at Bandra, Mumbai in the State of Maharashtra registered as M. J. Petition No. 2760 of 2018. On prayer made by the petitioner herein, the Hon'ble Supreme Court in Transfer Petition (Civil) No. 2060 of 2018 has directed that the said Divorce Suit be

transferred to Shillong and to be tried by the court of Judge, District Council Court and accordingly, the matter being transferred, it was registered as Divorce No. 66 of 2019.

6. The petitioner has then petitioned the learned Judge, District Council Court in Misc. Case No. 14 of 2020 connected to the said Divorce Suit No. 66 of 2019 seeking permanent alimony of ₹ 3,00,00,000/- (Rupees three crores) only.

7. The learned Judge, District Council Court by the impugned order dated 11.10.2022 has rejected the prayer for permanent alimony made by the petitioner on the ground that the petitioner is already in receipt of the monthly maintenance allowance of ₹ 45,000/- (Rupees forty five thousand) only and could not be given double relief. Hence this petition.

8. In course of these proceedings, the parties have come to an understanding and an amicable settlement between them and have decided to put an end to the acrimonious relationship between them by following a path of settlement of their differences reconciling to the fact that there could be no re-sealing of their matrimonial relationship but that such relationship should end on a peaceful note.

9. Towards this end, the parties have mutually agreed to dissolve their marriage and further to abide by the terms and conditions laid down in

the Deed of Compromise executed on 22.03.2023 at Shillong and which deed was brought on record before this Court by way of an additional-affidavit.

10. The terms and conditions of the said Deed of Compromise are indicated herein below, being:

- “1. That the First Party and the Second Party have decided to mutually dissolve the marriage.*
- 2. That First Party shall pay the Second Party a lump sum payment of the amount of Rs. 50,00,000/- (Rupees Fifty Lakhs) only as Permanent Alimony. That amount shall be paid by the First Party to the Second Party at the time of disposal of the Divorce Suit, thereby dissolving the marriage.*
- 3. That in addition to the abovementioned Permanent Alimony, the First Party shall pay the Second Party the entire balance amount due to her, in terms with the order dated 10.07.2018, passed MCR No.41 of 2018, as specified in **Scheduled –I** to this deed of compromise.*
- 4. That the First Party shall continue to pay the Second Party, the monthly maintenance, in terms with the order dated 10.07.2018, passed MCR No.41 of dated 2018, till such time the divorce is finally granted by the Hon’ble Court in the divorce proceedings and also upon making the payment of lump sum amount of Rs, 50,00,000/- (Rupees Fifty Lakhs) only as Permanent Alimony to the Second Party.*
- 5. That upon the grant of divorce and upon receipt of the lump sum amount of Rs. 50,00,000/- (Rupees Fifty Lakhs) only as Permanent Alimony, all proceedings and payment under MCR. No.41 of 2018 pending before the Ld. Court of the Magistrate First Class Subordinate District Court, at Shillong shall come to a close.*
- 6. That the physical custody of the son will remain with the mother i.e. the Second Party.*
- 7. That the First Party shall have access to the child from time to time as per reasonable and convenience to the child and can arrange for the child’s holiday with him.*
- 8. That the Agreement shall be printed in 2(two) copies in original and that both the parties shall retain their respective*

copy for their record.”

11. Mr. Philemon Nongbri, learned counsel appearing for the petitioner as well as Mr. K.S. Kynjing, learned Sr. counsel appearing for the respondent have jointly submitted that this Deed of Compromise may be allowed and consequently an operative order may be passed to bring closure to all litigations between the parties before the courts below.

12. As observed above, this Court would not go into the details or the merits of the dispute between the parties but is persuaded to allow the submission made and accordingly, the said Deed of Compromise dated 22.03.2023 is now confirmed as being effective between the parties herein. The same will apply to all the existing litigations between the parties.

13. In conclusion, this petition is hereby disposed of with a direction that the parties will now approach the concerned court for necessary orders in the proceeding in Divorce Suit No. 66 of 2019 before the learned District Council Court as well as in the proceeding under Section 125 Cr.P.C before the learned Magistrate First Class, Subordinate District Council Court.

14. Matter disposed of.

Judge

Meghalaya
23.03.2023
“Tiprilynti-PS”