



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF APRIL, 2026

PRESENT

THE HON'BLE MR. JUSTICE JAYANT BANERJI

AND

THE HON'BLE MR. JUSTICE RAJESH RAI K

MISCELLANEOUS FIRST APPEAL NO. 3668 OF 2022 (FC)

BETWEEN:

SRI. DEEKSHIT C
AGED ABOUT 31 YEARS
S/O SRI CHANDRAPPA
R/AT NO.10, ESHWAR NILAYA
INDIRA STREET, 80 FEET ROAD
7TH MAIN, 1ST CROSS
SUBBANAPALYA
BANASWADI MAIN ROAD
M.S NAGAR POST
BANGALORE – 560 033

...APPELLANT

(BY SRI. V ANAND, ADVOCATE)

Digitally
signed by
KAVYA G
Location:
High Court
of Karnataka



AND:

SMT. AISHWARYA T L
ALSO KNOWN LAKSHMI
D/O SRI LOKESH T L
AGED ABOUT 26 YEARS
R/AT GOKULA LAYOUT
PARIJATHA ROAD
6TH CROSS, NEAR FIRE STATION
TUMAKURU – 572 104

...RESPONDENT

(BY SRI. M.N. MADHUSUDHAN, ADVOCATE)

THIS MFA IS FILED UNDER SECTION 19(1) OF FAMILY COURT ACT, AGAINST THE JUDGMENT AND DECREE DATED 28.02.2022 PASSED IN M.C. NO.65/2020 ON THE FILE OF THE PRINCIPAL JUDGE, FAMILY COURT, TUMAKURU, REJECTING THE PETITION FILED UNDER SECTION 13(1)(ia) OF THE HINDU MARRIAGE ACT.

THIS APPEAL, COMING ON FOR FINAL HEARING, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
and
HON'BLE MR. JUSTICE RAJESH RAI K



ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE JAYANT BANERJI)

The report of the Karnataka Mediation Centre dated 07.04.2026 is on record which reflects that the parties have entered into a settlement.

2. The parties are present in Court, who have been identified by their respective advocates. The memorandum of settlement dated 07.04.2026 bears the signatures of the parties whose signatures are verified by their advocates. The parties state that the memorandum of settlement reflects the terms on which the parties have settled of their own free-will and accord without any undue influence or coercion.

3. The terms of the settlement have been perused by us. An amount of Rs.15,00,000/- has been paid today by means of demand draft in favour of the minor son and another demand draft of Rs.15,00,000/- in favour of the wife, which two demand drafts have today been handed over to the wife in the presence of their counsel. The wedding valuables have been returned by the appellant to the respondent-wife today in Court and the respondent has verified and accepted the same. The



parties have agreed to close/quash/withdraw the various cases pending in respect of disputes between the parties. The withdrawal of the allegations made in M.C. No.65/2020, in which case the impugned judgment and decree dated 28.02.2022 was passed, has also been agreed upon with the resolve that the marriage be dissolved by mutual consent of the parties.

4. We have perused the terms of the settlement and we find that the same reflects the intention of the parties to settle. The parties were married on 21.10.2013 in Siddeshwara Convention Hall, Tumkur and are residing separately since the year 2018. The terms of the settlement also envisage visitation rights of the appellant. We therefore, accept the memorandum of settlement.

5. The application under Section 13(1)(ia) of the Hindu Marriage Act, 1955¹, since the allegations therein have been withdrawn by the parties, is treated to be one under Section 13-B of the HM Act, and it is **allowed** accordingly in terms of

¹ HM Act



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the settlement dated 07.04.2026 entered into between the parties.

6. The judgment and decree impugned dated 28.02.2022 in M.C. No.65/2020 passed by the Principal Judge, Family Court at Tumakuru is set aside. Accordingly, a decree for divorce on the ground of mutual consent shall issue in which the terms of the aforesaid settlement dated 07.04.2026 would be incorporated. The appeal is disposed of accordingly.

Pending I.As if any, stand disposed of.

**Sd/-
(JAYANT BANERJI)
JUDGE**

**Sd/-
(RAJESH RAI K)
JUDGE**

KG
List No.: 1 Sl No.: 18