

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE C.K.ABDUL REHIM
&
THE HONOURABLE MR. JUSTICE K.RAMAKRISHNAN

WEDNESDAY, THE 5TH DAY OF AUGUST 2015/14TH SRAVANA, 1937

Mat.Appeal.No. 262 of 2015 ()

IN OP 1793/2010 of FAMILY COURT,THRISSUR DATED 22-11-2014

APPELLANT(S):

1. JAYANTHI AGED 40 YEARS
D/O.RADHAKRISHNA KAIMAL, KAILATH HOUSE, P.O KODANNUR
PALLIPPURAM DESOM, PARALAM VILLAGE, THRISSUR DISTRICT.
2. MINOR ANJANA
D/O.UNNIKRISHNAN, KAILATH HOUSE, P.O KODANNUR
PALLIPPURAM DESOM, PARALAM VILLAGE, THRISSUR DISTRICT
REPRESENTED BY MOTHER AND GUARDIAN JAYANTHI
D/O.RADHAKRISHNA KAIMAL, KAILATH HOUSE, P.O KODANNUR
PALLIPPURAM DESOM, PARALAM VILLAGE, THRISSUR DISTRICT.

BY ADVS.SRI.P.G.SURESH
SRI.G.SUDHEER (THURAVOOR)
SRI.V.HARISH

RESPONDENT(S):

UNNIKRISHNAN
S/O.JANAKI AMMA, PARASSERY HOUSE, KOUSTHUBHAM LANE
P.O PUTHOORKARA, AYYANTHOLE VILLAGE, AYYANTHOLE
THRISSUR DISTRICT. 680 003.

BY ADV. SRI.G.SREEKUMAR CHELUR (B/O)

THIS MATRIMONIAL APPEAL HAVING COME UP FOR ADMISSION ON
05-08-2015, ALONG WITH MA. 43/2015, MA. 282/2015, MA. 629/2015, MA. 630/2015,
MA.NO.282/2015 THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

VS

**C.K.ABDUL REHIM &
K.RAMAKRISHNAN, JJ.**

**Mat.Appeal.Nos.262, 629, 630,
282, 43 of 2015
& R.P.(FC)No.159 of 2015**

Dated this the 5th day of August, 2015

ORDER

C.K.Abdul Rehim, J.

All these appeals are between the same parties, who are husband and wife and are arising out of litigations instituted before the Family Court, Thrissur based on the matrimonial disputes between them.

2. Under consent of both the parties the cases were referred for exploring possibilities of a mediation settlement. The parties were referred to the Kerala Mediation and Conciliation Centre, Ernakulam. A report was received to the effect that the issues involved in all these cases were settled through mediation. The terms and conditions of the settlement signed by both the parties is forwarded to this Court along with the report dated 27.07.2015. In view of the same all the above appeals are disposed of as follows;

Mat.Appeal.Nos.262 & 629 of 2015.

In terms of the settlement arrived, Smt.Jayanthi, the wife, seeks withdrawal of Mat.Appeal.Nos.262/2015 and 629/2015. Counsel appearing for the appellant in the said cases concede that those two appeals can be dismissed as withdrawn.

Accordingly, these two appeals filed by the wife are dismissed as withdrawn.

R.P.(FC).No.159 of 2015

It is evident from the terms of the compromise that the wife Smt.Jayanthi had agreed to relinquish all her claims for maintenance and it is also agreed that R.P.(F.C.)No.159/2015 filed before this Court as well as M.C.No.486/2010 filed before the Family court will be withdrawn.

Under such circumstance, R.P.(FC).No.159/2915 is hereby dismissed as withdrawn.

Mat.Appeal No.630 of 2015

It is evident from the terms of compromise that both the parties have agreed to file a joint petition under

Section 13(B) of the Divorce Act on mutual consent before the Family Court. In view of such an arrangement agreed upon, the above appeal need to be allowed and the decree for restitution of conjugal rights need to be set aside. Accordingly, Mat.Appeal.No.630/15 is allowed and the impugned order passed by the Family court in O.P.No.1013/11 dated 22.11.2014 is hereby set aside and the said Original Petition before the Family court will stand dismissed.

Mat.Appeal.Nos.282 & 43 of 2015

These appeals arise out of the order of the Family court in O.P.No.1210/2011 and O.P.No.1594/14, respectively. The issue relates to declaration of right over the plaint schedule property. As per terms of the compromise arrived, the wife Smt.Jayanthi had promised to pay an amount of Rs.1,50,000/- to the husband Mr.Unnikrishnan on or before 23/10/2015 for relinquishing his right in the plaint schedule property. It is also mentioned that in default of payment of the said amount, the husband will be entitled to realize the same along with

interest.

2. In view of the said agreement, the impugned order in both these appeals will stand modified in terms of the memorandum of agreement executed by both the parties.

3. Therefore, these appeals are disposed of, by directing the parties to abide by the terms of settlement. On payment of the agreed amount of Rs.1,50,000/- by the wife Smt.Jayanthi to Mr.Unnikrishnan the husband. He will execute the requisite release deed relinquishing his rights in the plaint schedule property, at her expenses. We make it clear that the parties will be at liberty to execute the terms of compromise, in case of default, by filing execution petition before the Family court. The memorandum of agreement executed by the parties will form part of this judgment. The above said two appeals are disposed of accordingly.

C.K.ABDUL REHIM, JUDGE

K.RAMAKRISHNAN, JUDGE

Mat.Appeal.Nos.262, 629, 630, 282, 43 of 2015 & R.P.(FC)No.159 of 2015

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VS