

**HON'BLE SRI JUSTICE R.SUBHASH REDDY
AND
HON'BLE Dr. JUSTICE B.SIVA SANKARA RAO**

**C.M.A.M.P.No.141 of 2015 in/and C.M.A.No.3853 of
2004**

JUDGMENT : (per Hon'ble Sri Justice R.Subhash Reddy)

C.M.A.No.3853 of 2004, under Section 28 of the Hindu Marriage Act, 1955 (for brevity "the Act") is filed by the appellant/wife aggrieved by the order and decree dated 17.08.2004 in O.P.No.201 of 2002 passed by the II Additional Senior Civil Judge, Ranga Reddy District at L.B. Nagar, allowing the petition filed by the respondent/husband under Sections 13(1)(ia), (ib) and 26 of the Act, seeking to grant a decree of divorce.

2. During the pendency of the appeal, the appellant/wife has filed a petition being C.M.A.M.P.No.141 of 2015 under Order 23 Rule 3, r/w. Section 151 of C.P.C., seeking to dispose of the appeal as per the terms and conditions of Memorandum of Compromise dated 09.02.2015 enclosed to the petition, which was signed by both the parties along with their advocates, wherein it is stated that due to the intervention of elders and well wishers of both the parties, they have settled the disputes amicably and the respondent/husband has agreed to pay a sum of Rs.5,00,000/- towards permanent alimony to the appellant/wife as full and final settlement of all claims

arising out of their matrimonial relationship, besides paying Rs.1,00,000/- each to their daughter-K.Chandana and son-K.Chakradhar towards their educational expenses and maintenance, and sought dissolution of marriage between them in terms of the Memorandum of Compromise dated 09.02.2015.

3. When the matter is called, both the parties are present before this Court along with their advocates, who identified the respective parties, and requested to dispose of the appeal in terms of the settlement arrived at between them and to grant a decree of divorce dissolving the marriage between the parties in terms of the said Memorandum of Compromise. The respondent/husband has handed over two Demand Drafts bearing No.012268, dated 19.12.2014 for Rs.3,00,000/- (Rupees three lakhs only) and No.012281, dated 23.12.2014 for Rs.2,00,000/- (Rupees two lakhs only), both drawn on ICICI Bank Limited, in favour of the appellant/wife towards permanent alimony as full and final settlement of all the claims, and the same is acknowledged by the appellant/wife. The appellant/wife has also acknowledged receipt of Demand Draft bearing No.648021, dated 19.12.2014 for Rs.1,00,000/- (Rupees one lakh only) drawn on Andhra Bank in favour of their daughter-K. Chandana; and Demand Draft bearing No.648023, dated 20.12.2014 for Rs.1,00,000/- (Rupees one lakh only) drawn on Andhra Bank in favour of their son-K. Chakradhar, towards their

educational expenses and maintenance. The respondent/husband has also agreed to bear the marriage expenses of their daughter-K. Chandana, at the time of her marriage.

4. In view of the settlement arrived at between the parties pursuant to the Memorandum of Compromise dated 09.02.2015, C.M.A.M.P.No.141 of 2015 is allowed. Consequently, C.M.A.No.3853 of 2004 is disposed of in terms of the Memorandum of Compromise dated 09.02.2015 and the marriage between appellant and respondent stands dissolved. The terms of Memorandum of Compromise dated 09.02.2015 shall form part of decree.

5. As a sequel, miscellaneous petitions pending, if any, in this appeal shall stand closed. No order as to costs.

REDDY

JUSTICE R. SUBHASH

RAO
13.02.2015.
Msr

Dr. JUSTICE B.SIVA SANKARA

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