

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

C.M.A.M.P.No.58 of 2015 in/and C.M.A.No.446 of 2013

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

C.M.A.No.446 of 2013, under Section 28 of the Hindu Marriage Act, 1955 (for brevity "the Act") is filed by the appellant/husband aggrieved by the order and decree dated 09.04.2013 in H.M.O.P.No.55 of 2010 passed by the Senior Civil Judge, Miryalaguda, Nalgonda District, dismissing the petition filed by him under Sections 5(ii)(b), 12 and 13(1)(ia), (ib), (iii) of the Act seeking to grant a decree of divorce.

2. During the pendency of the appeal, the respondent/wife has filed a petition being C.M.A.M.P.No.58 of 2015 under Order 23 Rule 3, r/w. Section 151 of C.P.C., seeking to record compromise and grant a decree of divorce as per the terms and conditions of Memorandum of Compromise dated 29.01.2015 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 appellant/husband has agreed to pay a sum of Rs.8,00,000/- towards permanent alimony to the respondent/wife and full and final settlement of all claims

arising out of their matrimonial relationship and sought dissolution of marriage between them in terms of the Memorandum of Compromise dated 29.01.2015.

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 grant a decree of divorce dissolving the marriage between the parties in terms of the said Memorandum of Compromise. The appellant/husband has handed over a Demand Draft bearing No.042213, dated 05.12.2014 for Rs.8,00,000/- (Rupees eight lakhs only) drawn on Axis Bank Limited, Srinagar Colony Branch, Hyderabad, in favour of the respondent/wife towards permanent alimony and full and final settlement of all the claims, and the same is acknowledged by the respondent/wife.

4. In view of the settlement arrived at between the parties pursuant to the Memorandum of Compromise dated 29.01.2015, C.M.A.M.P.No.58 of 2015 is allowed. Consequently, C.M.A.No.446 of 2013 is disposed of in terms of the Memorandum of Compromise dated 29.01.2015 and the marriage between appellant and respondent stands dissolved. The terms of Memorandum of Compromise dated 29.01.2015 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.

JUSTICE R. SUBHASH

REDDY

Dr. JUSTICE B.SIVA SANKARA

RAO

05.02.2015.

Msr

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