

HON'BLE SRI JUSTICE G. CHANDRAIAH

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HON'BLE SRI JUSTICE U.DURGA PRASAD RAO

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**F.C.A.M.P.No.586 of 2015 in F.C.A.No.209 of 2012 and
F.C.A.M.P.No.587 of 2015 in F.C.A.No. 210 of 2012**

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F.C.A.Nos. 209 and 210 of 2012

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DATE: 02.12.2015

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Between:

P. Kalyana Chakravarthy .. Appellant

And

P. Bindu Bhargavi .. Respondent

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COMMON JUDGMENT:-(per Hon'ble Sri Justice U.Durga Prasad Rao)

The appellant – P.Kalyana Chakravarthy and his counsel Sri M. Chalapati Rao are present. The respondent – Smt.P.Bindu Bhargavi

is absent as her presence in the Court was noted on 26.11.2015 and she was permitted to be represented through her mother-cum-General Power of Attorney holder, Smt.B.Yasodha, who is present. Sri V.Balram, learned counsel for the respondent, is present.

The appellant filed O.P.No. 1142 of 2008 under Section 13(1)(i-a) of the Hindu Marriage Act on the file of the Judge, Additional Family Court, Hyderabad against the respondent for grant of divorce on the ground of cruelty whereas the respondent, in turn, filed O.P.No. 666 of 2011 under Section 9 of the Hindu Marriage Act against the appellant seeking restitution of conjugal rights. The trial Court, by common order dated 09.05.2012, dismissed O.P.No. 1142 of 2008 and allowed O.P.No. 666 of 2011. Aggrieved, the appellant filed both F.C.A.No. 209 of 2012 against the judgment in O.P.No. 666 of 2011 and F.C.A.No. 210 of 2012 against the judgment in O.P.No. 1142 of 2008. The respondent has appeared and is contesting both the appeals.

While so, pending the appeals, both the parties have entered into a compromise at the intervention of elders and submitted compromise petitions i.e. F.C.A.M.P.Nos.586 and 587 of 2015 before this Court and requested to record the compromise in terms of the stipulations made therein.

The terms of compromise are briefly as under:

- i. Both the parties have agreed to dissolve their marriage and live separately from each other.
- ii. Both the parties have agreed that the respondent, who is the mother of Rugved, aged 8 years and minor, will take custody of the boy and maintain him.
- iii. The appellant has agreed to pay a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) to the respondent towards full and final settlement of her claim for permanent alimony, residence and also the maintenance of minor boy Rugved. The mode of payment of Rs.40,00,000/- is as follows:

- a. The appellant has paid Rs.18,00,000/- (Rupees Eighteen Lakhs Only) to the L.I.C. Housing Finance Limited (vide Receipt No.984137, dated 20.07.2015) towards their loan Account No.17064305063. After discharge of the loan, the appellant agreed to execute a registered document in favour of the respondent in respect of his undivided half share in Flat No.203 with a built up area of 1079 Sq. ft. along with car parking and undivided share of 28 Sq. yards of land for the house bearing No. 2-22-160/5 in Sy.No.164/1 situated at Jayanagar, adjacent to Aruna Society, Kukatpally village and Municipality, Balanagar Mandal, R.R. District and hand over the registered document to the respondent. The appellant, today, submits that he in fact executed a registered Release Deed on 01.12.2015 pursuant to the above condition in favour of the respondent.
- b. The appellant has paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the respondent by way of D.D.No. 500341, dated 27.12.2015 drawn on I.C.I.C.I. Bank, Borbanda Branch, Hyderabad.
- c. The appellant has paid a sum of Rs.7,00,000/- (Rupees Seven Lakhs Only) to the respondent for the maintenance of their minor son, Rugved by way of Fixed Deposit bearing A/c. No.35365616866, dated 27.11.2015 drawn on State Bank of India, Ammerpet Branch, Hyderabad.
- d. Today, the appellant has paid a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) in cash to Smt.B.Yasoda, mother-cum-General Power of Attorney holder of the respondent.
- iv. Both the parties have agreed that the respondent and her minor son do not have any claim over the person or property of the appellant after the compromise.
- v. Both the parties have agreed that the compromise is for the benefit of both the parties and also for the benefit of their minor son, Rugved.

The above terms of compromise are read over and explained and both the parties and their counsel have agreed for the terms of compromise. As such, the Compromise Petitions i.e. F.C.A.M.P.No.586 of 2015 in F.C.A.No.209 of 2012 and F.C.A.M.P.No.587 of 2015 in F.C.A.No. 210 of 2012 are allowed in

terms of the compromise petitions, and consequently F.C.A.Nos.209 and 210 of 2012 are allowed and O.P.No.1142 of 2008 is allowed and O.P.No. 666 of 2011 is dismissed. There shall be no order as to costs.

G. CHANDRAIAH, J

02.12.2015

U.DURGA PRASAD RAO,J

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