

**THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND**

THE HON'BLE SRI JUSTICE M.S.K.JAISWAL

**FCA.MP.Nos.171/16 in/and FCA.No.246/09;
FCA.MP.No.168/16 in/and FCA.No.244/09 and
FCA.MP.Nos.169 & 170/16 in/and FCA.No.257/09**

Dated 13th April, 2016

Between:

Bheri Veera Vara Ravindra Prasad

...Appellant

And

Bheri Madhavi and another

...Respondents

Counsel for the appellant: Sri V.Hari Haran

Counsel for the respondents: Sri Gode Satish

The Court made the following:

COMMON JUDGMENT: (per Hon'ble Sri Justice C.V.Nagarjuna Reddy)

The parties to these three appeals are common. These appeals are filed by the husband against common order, dated 23.06.2009, in OP.Nos.621/06, 564/07 and 565/07, on the file of the learned Judge, Family Court, Visakhapatnam, whereby while the OP filed by him for dissolution of marriage was dismissed, the OP filed by his wife for restitution of conjugal rights and the OP filed by her and her minor daughter for maintenance were allowed.

The appellant filed FCA.MP.No.170 of 2016 in FCA.No.257 of 2009 for permitting him to convert OP.No.621 of 2006 as the one filed under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act')

by dissolving the marriage between the parties through a decree for divorce by mutual consent. FCA.MP.No.168 of 2016 in FCA.No.244 of 2009, FCA.MP.No.169 of 2016 in FCA.No.257 of 2009 and FCA.MP.No.171 of 2016 in FCA.No.246 of 2009 have been filed to record compromise in terms of memorandum of understanding entered into between the parties. The parties have filed a copy of memorandum of understanding, dated 02.04.2016, and placed before us the original memorandum of understanding for comparison. On such comparison, we are satisfied that the copies filed before the Court reflect the original document in all respects, including its contents.

The husband and the wife along with the minor daughter are present in the Court and Sri V.Hari Haran, learned counsel appearing for the husband, has produced two separate demand drafts for a total sum of Rs.20,00,000/- payable to the wife by his client. The demand drafts were handed over to Sri Gode Satish, learned counsel for the wife.

Sri Gode Satish, learned counsel, also submitted that another sum of Rs.5,00,000/- was already paid to his client as agreed under the memorandum of understanding. Both the parties informed the Court that they have entered into the memorandum of understanding with their free will and consent as they have decided to live separately.

In the light of the above facts, FCA.MP.Nos.168, 169, 170 and 171 of 2016 in the respective appeals are allowed. OP.No.621 of 2006 is decreed by granting divorce by mutual consent by waiving the compulsory waiting period under Section 13-B(2) of the Act.

Consequently, the FCAs are disposed of with the direction that the terms of the memorandum of understanding shall be incorporated in the decree to be passed in these appeals.

As a sequel to disposal of the FCAs, pending FCA.MPs., if any, shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

13th April, 2016
VGB

M.S.K.JAISWAL, J