

**THE HON'BLE SRI JUSTICE SANJAY KUMAR
AND
THE HON'BLE SRI JUSTICE M.SEETHARAMA MURTI**

F.C.A.M.P.NO.398 of 2016 IN F.C.A.NO.21 OF 2016

AND F.C.A.NO.21 OF 2016

C O M M O N O R D E R

(per Hon'ble Sri Justice Sanjay Kumar)

This appeal was preferred by the unsuccessful husband in H.M.O.P.No.123 of 2014 on the file of the learned Judge, Family Court-cum-IX Additional District and Sessions Judge, East Godavari at Rajahmundry, filed by him under Section 13(1)(ia) of the Hindu Marriage Act, 1955, which was dismissed under order dated 16.11.2015.

The appeal was admitted on 12.02.2016.

While so, it appears that the parties have amicably decided to settle their disputes and entered into a compromise. In furtherance thereof, F.C.A.M.P.No.398 of 2016 was filed by the appellant-husband seeking a decree of divorce dissolving the marriage between the parties. In the affidavit filed in support of this petition, the appellant-husband stated that the parties decided to settle their disputes amicably and upon the intervention of elders and family members, they came to an understanding which was reduced to writing in the form of the Memo of Compromise dated 26.09.2016.

The said Memo is placed before us and reflects that it is signed by not only the parties but also their learned counsel. In terms of the aforestated Memo, the appellant-husband agreed to pay a sum of Rs.6,00,000/- to the respondent-wife towards permanent alimony in the form of a fixed deposit. Further, the respondent-wife acknowledged receipt of the gold and silver ornaments from the

appellant-husband. These gold and silver ornaments were given at the time of the marriage by her parents. The Memo further records that both parties agreed not to make any claim against each other in future and not to raise any disputes in relation to their past marital status.

The matter was moved by way of a lunch motion and both parties are present in person before the Court. They produced photo identity proofs in the form of their Aadhar Cards and were also identified by their respective learned counsel. The appellant-husband produced the term deposit certificate issued by the Syndicate bank in the name of the respondent-wife for a sum of Rs.6,00,000/-. This deposit certificate bears Account No.36374010000712 and is dated 25.05.2016. The period of deposit is stated to be six months. The said deposit certificate is handed over to the respondent-wife in open Court.

In the light of the aforesaid developments and in view of the compromise effected by and between the parties, we see no reason to keep this appeal pending for adjudication on merits. As it is stated that the marital relations between the parties have broken down irreparably, we order F.C.A.M.P.No.398 of 2016 and allow the appeal setting aside the order dated 16.11.2015 passed by the learned Judge, Family Court-cum-IX Additional District and Sessions Judge, East Godavari at Rajahmundry, in H.M.O.P.No.123 of 2014 and grant a decree of divorce by mutual consent. In the light of the peculiar circumstances of this case, we dispense with the statutory requirement of a six month waiting period. The terms and conditions embodied in the Memo of Compromise dated 26.09.2016 shall be

binding upon the parties and they shall abide thereby. The said Compromise Memo shall be made part of the decree.

Pending miscellaneous petitions, if any, shall stand closed in the light of this final order. No order as to costs.

SANJAY KUMAR, J

M.SEETHARAMA MURTI, J

28th SEPTEMBER, 2016

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