

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

**F.C.A.M.P.No.358 of 2016 in F.C.A.No.116 of 2016, F.C.A.M.P.No.359 of
2016 in F.C.A.No.147 of 2016 and F.C.A.No.116 of 2016 and
F.C.A.No.147 of 2016**

COMMON ORDER: (Per Hon'ble Sri Justice Sanjay Kumar)

O.P.No.654 of 2011 before the Family Court, Hyderabad, was filed by Santosh Saxena under Section 13(1)(ia) & (ib) of the Hindu Marriage Act, 1955, seeking dissolution of his marriage with Meenakshi Saxena Verma. In turn, Meenakshi Saxena Verma filed F.C.O.P.No.427 of 2013 before the Family Court, Secunderabad, under Section 18 of the Hindu Adoption and Maintenance Act, 1956, seeking maintenance of Rs.30,000/- per month apart from litigation expenses of Rs.25,000/- from her husband, Santosh Saxena.

By order dated 08.03.2013, the Family Court, Hyderabad, dismissed the husband's O.P.No.654 of 2011. By order dated 16.11.2015, the Family Court, Secunderabad, allowed in part the wife's F.C.O.P.No.427 of 2013, granting monthly maintenance of Rs.10,000/- along with arrears and legal expenses of Rs.5,000/-. Aggrieved by the said orders, the husband filed the present appeals before this Court.

While matters stood thus, it appears that the parties settled their disputes out of Court and arrived at a compromise which they reduced into writing in the form of memorandum of compromise dated 06.09.2016. F.C.A.M.P.No.358 of 2016 in F.C.A.No.116 of 2016 and F.C.A.M.P.No.359 of 2016 in F.C.A.No.147 of 2016 were filed by the appellant-husband to record the memorandum of compromise entered into by and between the parties and to pass a decree of divorce dissolving the marriage

between the parties in terms of the said memorandum of compromise.

Perusal of the memorandum of compromise reflects that the appellant-husband agreed to pay a sum of Rs.8,50,000/- to the respondent-wife in full and final settlement of all her past and future claims, including any claim for permanent alimony.

The memorandum also records that as there is no possibility of reconciliation or reunion between the parties, they had agreed to dissolution of their marriage by mutual consent and further decided that they would be at liberty to lead their individual lives without interference from each other.

The parties are present in person before this Court and produced their photo identity proof. Learned counsel appearing for the parties also identified their respective clients.

When asked by the Court, both the parties signified their consent to the passing of a decree of divorce in terms of the compromise arrived at between them.

Demand drafts bearing Nos.029499 and 029500 dated 31.08.2016 drawn on The Hongkong and Shanghai Banking Corporation, for a sum of Rs.4,25,000/- each are produced before this Court and are handed over to the respondent-wife in the open Court.

In the light of the afore-stated developments, this Court is of the opinion that no purpose is served in entertaining these appeals and keeping them pending for adjudication on merits. As the parties have already come to the conclusion that their marital relations are irreconcilable and have agreed to a decree of divorce on the ground of mutual consent, we are of the opinion that this is a fit case to dispense with the mandatory requirement of a six month waiting period. The marriage between the parties is

accordingly dissolved by way of a decree of divorce by mutual consent. The terms and conditions of the memorandum of compromise dated 06.09.2016 shall form part and parcel of this decree and shall be binding upon the parties.

It is stated that a sum of Rs.15,000/- has been deposited before the Family Court, Hyderabad, in connection with maintenance amount to be paid to the respondent-wife. Sri M. Govind Reddy, learned counsel for the husband, states that he has no objection to the respondent-wife appropriating this amount towards the past maintenance. The order passed by this Court would therefore not bar the respondent-wife from filing an appropriate application before the Family Court, Hyderabad, for disbursal of the amount deposited by the appellant-husband.

The appeals are disposed of accordingly. The orders, which are under appeal in both these appeals, are consequently set aside. F.C.A.M.P.Nos.358 and 359 of 2016 are ordered.

Pending miscellaneous petitions, if any, in these appeals shall stand closed. No order as to costs.

SANJAY KUMAR, J

M. SEETHARAMA MURTI, J

08.09.2016

Vjl