

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.62 of 2015

Prakash Bhargava, Son of Sri Pushkar Narayan Bhargava, Resident of
Satyog Bhawan, North Office Para, P.S. - Doarnda, District - Ranchi,
Jharkhand.

... Petitioner... Appellant/s

Versus

Bhavana Sinha, Wife of Prakash Bhagrawa, Resident of 89, Patliputra
Colony, Near Notredam Academy, P.S. - Patliputra, District - Patna.

... Respondent/s

Appearance :

For the Appellant/s : Mr. Anjani Kumar Sinha, Advocate

For the Respondent/s : Mr. Abinash Kumar, Advocate

CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

and

HONOURABLE MR. JUSTICE S. KUMAR

ORAL JUDGMENT

(Per: HONOURABLE DR. JUSTICE RAVI RANJAN)

Date : 23-08-2017

Heard parties.

I.A. No.5228 of 2017 has been filed under Section 13B
of the Hindu Marriage Act, 1955 by both the parties, i.e., the
husband and the wife seeking resolution of the marriage by mutual
consent. It is stated in the aforesaid interlocutory application that
they are living separately since 27.02.2012 and the appellant filed
a matrimonial case no.18 of 2013 for grant of decree of divorce.



The respondent appeared and contested the case resulting therein judgment dated 05.01.2015 passed in matrimonial case No.18 of 2013 which is under challenge in the present appeal. The respondent has also filed Domestic Violence Case No.78 of 2013 which is pending in the court of Judicial Magistrate, 1st Class, Patna. Thereafter, a complaint case No.1150(c) 2015 was also filed wherein cognizance has been taken under Section 498A of the Indian Penal Code and Section 4 of the Dowry Prohibition Act. The Execution Case No.5 of 2015 for execution of maintenance order is also pending in the Court of Principal Judge, Family Court, Patna and a Matrimonial Case No.2527 of 2016 is pending in the court of Additional Principal Judge, Family Court, Patna. It is stated that all the cases are under process for withdrawal. It is stated in paragraph no.6 that both the parties without any coercion or interference by anyone have decided that marriage has completely failed and is now beyond resumption. It has irretrievably broken down as they have not seen each other since 2012 except in the court proceeding. Both of them are living in two separate cities of this country, one at Delhi and other is at Kolkata which is separated by a distance of 1500 kilometers.

The parties have amicably compromised outside the court by way of one time settlement as well as exchange of



jewellery and household articles which was acted upon between the parties in presence of their respective counsels on 08.04.2017 and the parties have put their signature on the respective paper, a copy of which has been appended as Annexure 1 to the aforesaid interlocutory application. The wife has admitted that apart from jewellery, she also received Rs.14,00,000/- as one time settlement.

In presence of their counsels, we asked the appellant as well as the respondent as to whether they have signed the compromise petition on their own volition uninfluenced by any fraud, undue influence, misrepresentation or exertion of any sort. Their answer was that they have signed the compromise deed voluntarily. Both of them seem to be convinced that their wedding has broken down irretrievably.

Learned counsel for the parties have taken us to a decision of this Court rendered in **Hemant Kumar Vs. Sushila Devi & Ors. [2009(1) PLJR (HC) 205]** to demonstrate that under similar circumstance, compromise has been accepted by a Division Bench of this Court.

Having considered the matter thoughtfully, we are of the view that compromise between the parties meets the requirement of law and is in their interest.



We accordingly, dispose of this appeal in terms of compromise between the parties. The averments made in the interlocutory application would be treated as part of this order. The marriage between the parties is dissolved as per the compromise. The matrimonial case No.18 of 2013 stands disposed of. Since a permanent alimony of Rs. 14,00,000/- has already been paid, we record the statement of the respondent that no further claim of alimony of any nature remains. The parties will pay their costs.

This disposes of the appeal as well as the interlocutory application.

(Dr. Ravi Ranjan, J)

(S. Kumar, J)

Sanjay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	30.10.2017
Transmission Date	NA

