

* HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE SRI JUSTICE N.BALAYOGI

+ Family Court Appeal No.199 of 2017
and
FCA MP Nos.309 and 310 of 2017
in/and
Family Court Appeal No.201 of 2017

% 16-6-2017

Vanjari Praveen Kumar, S/o.V.Venu Gopal,
Aged about 36 years, Occ: Sr. Advertisement Officer,
The Hindu, R/o.8-B, S5, Lakshmi Laya Apartments,
Dr. Ambedkar Salai, Kodambakkam,
Chennai, Tamilnadu-600 024

... Appellant/Respondent

Vs.

\$ Vanjari Lakshmi Bhavani, S/o.V.Praveen Kumar,
Aged about 31 years, Occ: House Wife,
R/o.H.No.6-103-293, Gulmohar Park,
Serilingampally Post, Ranga Reddy District

... Respondent/Petitioner

! Counsel for the Appellant: Mr. P.Ganga Rami Reddy

Counsel for the Respondent: Mr. T.Rama Chandra Murthy

< Gist:

> Head Note:

? Cases referred:
Nil.

HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
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Family Court Appeal No.199 of 2017
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Common Judgment: (per V.Ramasubramanian, J.)

Both these appeals are filed by the husband challenging a common judgment of the Family Court, Ranga Reddy District, rendered on a petition for divorce filed by him and on a petition for restitution of conjugal rights filed by the respondent/wife. The Family Court granted a decree for restitution in favour of the wife and rejected the petition for divorce filed by the husband.

2. It is seen from the record that the petitioner and the respondent got married on 22-5-2006 and they have a son born in wedlock on 03-6-2007. The custody of the minor child is admittedly with the respondent/wife.

3. Now the parties have entered into a settlement and they filed a Joint Memo along with applications for converting the petition for divorce into one under Section 13-B of the Hindu Marriage Act, 1956.

4. The Joint Memo of Compromise reads as follows:

“It is submitted that the petitioner/appellant herein filed a petition in FCOP No.604 of 2009 on the file of the IV Additional District Judge cum I Additional Family Judge, Ranga Reddy District, under Section 13(1)(ia) of Hindu Marriage Act, 1955 for dissolution of marriage held between the petitioner/appellant and the respondent/respondent.

The respondent herein filed FCOP No.7 of 2009 against the petitioner under Section 9 of Hindu Marriage Act, 1955 for restitution of conjugal rights. The learned Family Court Judge by a common order dated 03-4-2017 dismissed FCOP No.604 of 2009 and allowed FCOP No.7 of 2007.

It is further submitted that aggrieved by the common order in FCOP No.604 of 2009 and FCOP No.7 of 2009 the petitioner/appellant herein filed appeals in FCA No.201 of 2017 and FCA No.199 of 2017 respectively before this Hon'ble Court.

It is further submitted that the petitioner/appellant and respondent herein at the instance of elders and well-wishers came to an understanding with an outcome of compromise, as such both are intending to amend the relief sought by the petitioner/appellant. The respondent herein has expressed her willingness to dissolve the marriage held by the petitioner and the respondent herein on mutual consent. Both the parties agreed for dissolution of their marriage by a decree of divorce by mutual consent and agreed to allow FCOP No.604 of 2009 and dismiss FCOP No.7 of 2009.

It is submitted that the petitioner/appellant herein has agreed to pay an amount of Rs.60,00,000/- (Rupees sixty lakhs only) towards full and final settlement of all claims against the petitioner herein including permanent alimony to the respondent herein and maintenance to the minor son namely V.Dhanush. The petitioner/appellant has also agreed to bequeath his 1/4th share in Plot No.51 admeasuring 200.22 square yards in Survey Nos.117 and 117/5 situated at Dubbacherla village, Maheshwaram Mandal, in favour of his minor son V.Dhanush. The said amount is paid today by way of Demand Drafts drawn in the name of respondent i.e. J.Durga Bhavani and handed over the Demand Drafts to the respondent. There are no claims against each other and minor son in future. The parties hereby declare that there are no issues out of the wedlock between them. Out of Rs.60,00,000/- the respondent agreed an amount of Rs.20,00,000/- to be kept in Fixed Deposit in the name of minor son namely V.Dhanush. The respondent as guardian of minor son accepted the amount of Rs.20,00,000/- towards full and

final settlement of all claims of minor son. This Joint Memo has been entered and executed with the will and wish of the petitioner/appellant and respondent herein. Hence this Joint Memo.

Sd/-	Sd/-
Counsel for the appellant	Petitioner/Appellant
Sd/-	Sd/-
Counsel for the Respondent	Respondent/Respondent
Hyderabad,	
Date: 16-6-2017.”	

3. Both the petitioner as well as the respondent was present in the Court. After checking the identities of both parties, the parties were questioned about the nature of the compromise. The respondent/wife agreed that she first received a sum of Rs.7,00,000/- (Rupees seven lakhs only) at Chennai. Today, the balance amount of Rs.53,00,000/- (Rupees fifty three lakhs only) is handed over in the form of 6 (six) Demand Drafts whose particulars are as follows:

(i) A Demand Draft bearing No.418985, dated 15-6-2017 for Rs.2,10,000/- (Rupees two lakhs and ten thousand only) drawn on Indian Overseas Bank.

(ii) A Demand Draft bearing No.401620, dated 14-6-2017 for Rs.9,90,000/- (Rupees nine lakhs and ninety thousand only) drawn on State Bank of India.

(iii) A Demand Draft bearing No.437535, dated 14-6-2017 for Rs.5,00,000/- (Rupees five lakhs only) drawn on State Bank of India.

(iv) A Demand Draft bearing No.437531, dated 13-6-2017 for Rs.5,00,000/- (Rupees five lakhs only) drawn on State Bank of India.

(v) A Demand Draft bearing No.410472, dated 13-6-2017 for Rs.9,00,000/- (Rupees nine lakhs only) drawn on State Bank of India.

(vi) A Demand Draft bearing No.558201, dated 14-6-2017 for Rs.22,00,000/- (Rupees twenty two lakhs only) drawn on Corporation Bank.

These Demand Drafts were handed over in Court to the respondent who was present.

4. Therefore, the miscellaneous petitions are ordered and the family court appeals are allowed in terms of compromise. The common order and decrees of the Trial Court in both the original petitions are set aside and a decree is passed to the following effect:

(i) The marriage solemnised between the petitioner and the respondent on 22-5-2006 shall stand dissolved by mutual consent,

(ii) The appellant/husband has paid a sum of Rs.40,00,000/- (Rupees forty lakhs only) in full and final settlement of the claim of the respondent/wife for maintenance as well as any other claims and the parties shall have no further or other claims against each other,

(iii) The appellant/husband has also paid a sum of Rs.20,00,000/- (Rupees twenty lakhs only) to the

respondent/wife for and on behalf of the minor son which the respondent/wife shall keep in a Fixed Deposit as per the terms of the compromise,

(iv) The respondent/wife shall continue to have custody of the minor child and she accepts the payment as the guardian of the minor son,

(v) The appellant has also agreed to bequeath his 1/4th share in a plot of land bearing No.51 measuring about 200.22 square yards in Survey Nos.117 and 117/5 in Dubbacherla village, Maheshwaram Mandal, in favour of his minor son. The registration shall be done by the appellant in favour of the minor son within a period of 2 (two) months. The property shall not be alienated by the respondent/wife until the minor son attains majority.

The other miscellaneous petitions, if any, pending in these appeals shall stand closed. No costs.

V.RAMASUBRAMANIAN, J.

N.BALAYOGI, J.

16th June, 2017.
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HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE SRI JUSTICE N.BALAYOGI

Family Court Appeal No.199 of 2017
and
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Family Court Appeal No.201 of 2017
(per VRS, J.)



16th June, 2017.
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