

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

+ Family Court Appeal Nos.15 and 22 of 2011
together with
FCA MP Nos.254 and 391 of 2017

% 18-7-2017

Kothamasu Murali Krishna, S/o Venkateswarlu,
Aged 40 years, Hindu, Private Employee,
R/o E-209, Bhavay's Anandam Apartments,
Nizampet Road, Kukatpalli, Hyderabad-72
... Appellant/Petitioner/Respondent

Vs.

\$ Kothamasu Bindu Rekha, W/o Murali Krishna,
Aged 37 years, Hindu, Housewife,
D/o STK Murthy,
Flat No.203, Anjana Apartments,
Water Tanks Road, Vijayawada-10
... Respondent/Respondent/Petitioner

! Counsel for appellant: Ms. O.Sailaja

Counsel for respondent: Mr. Sai Gangadhar Chamarty

< Gist:

> Head Note:

? Cases referred:
Nil.

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Common Judgment: (per V.Ramasubramanian, J.)

The husband has come up with both the above appeals, questioning the correctness of a common judgment rendered by the Family Court in O.P.Nos.640 and 695 of 2006, dismissing his petition for divorce and allowing the petition of the wife for restitution of the conjugal rights.

2. During the pendency of the above appeals, the parties have entered into a compromise. Therefore, two miscellaneous petitions are filed, one each in the appeals, seeking to record the compromise.

3. Heard Ms. O.Sailaja, learned counsel for the appellant and Mr. Sai Gangadhar Chamarty, learned counsel for the respondent.

4. The joint memo of compromise filed by the parties reads as follows:

“Memorandum of Agreement under Section 89 CPC read with Rule 336 of Civil Procedure Alternative Dispute Resolution and Civil Procedure Mediation Rules, 2006:

Whereas the marriage of above named parties was solemnized on 15-4-2001 as per Hindu religious customs and rites.

Whereas there were disputes between the parties resulting living separately since long time and the above named petitioner filed O.P. No.640 of 2006 on the file of the Court of the Judge, Family Court at Vijayawada for dissolution of marriage.

Whereas the above named respondent filed O.P.No.695 of 2006 on the file of the Court of the Judge, Family Court at Vijayawada for restitution of conjugal rights.

Whereas both the above O.Ps., i.e. 640 and 695 of 2006 were tried together and disposed of by common order dated 02-12-2010. Aggrieved by the said order and decrees, the above named petitioner has filed above appeal in this Hon'ble Court vide FCA Nos.15 and 22 of 2011 and the said appeals are pending for adjudication.

Whereas the above named respondent filed DVC No.76 of 2013 on the file of I Additional Chief Metropolitan Magistrate, Vijayawada claiming residential order and refund of amounts etc. The said application was allowed by order dated 09-02-2016.

Whereas, meanwhile, the elders and well-wishers, who had interest in both the parties, intervened and decided to settle the marital disputes amicably and accordingly both the parties, with their free will and consent, arrived compromise at the following terms and conditions.

1) Both parties agreed to dissolve their marriage dated 15-4-2001 and willing to live separate since they have no children;

2) Appellant/husband agreed to pay an amount of Rs.16,00,000/- (Rupees sixteen lakhs only) to the respondent/wife towards her entire claims, past and future maintenance and also towards permanent alimony and agreed to pay the above settled amount by way of D.D. (bearing Nos.502482, dated 03-4-2017, drawn on ICICI Bank for Rs.10 lakhs and 890017 dated 03-4-2017 for a sum of Rs.6 lakhs drawn on Kotak Mahindra Bank Ltd) in favour of the respondent/wife at the time of recording this compromise in the appeal, before the V Additional District Court, Vijayawada;

3) The respondent/wife agreed to cooperate for dissolving the marriage with the appellant/husband and cooperate with the appellant/husband for allowing his appeal FCA Nos.15 and 22 of 2011 pending before this Hon'ble Court, Hyderabad;

4) Respondent/wife agreed to cooperate and made believe each other that no one can interfere into the personal life of each other including claims against each other apart from the rights in the properties against each other and who are entitled to lead their personal lives;

5) Both parties undertake to relinquish their rights against each other. The respondent undertakes not to claim any further past, present and future maintenance from the appellant/husband in any manner;

6) Both the parties agreed to lead their lives according to their wishes and both the parties agreed not to interfere with the other party hereafter in any manner whatsoever including the personal life and agreed not to claim any maintenance or rights over the properties etc., for present or in future;

7) Both parties agreed not to initiate any claims against each other or not initiate any civil or criminal litigations against each other at present or future regarding the material issue and the rights accrued thereunder, as the same are completely and once for all settled through these terms;

8) It is further agreed to set aside the calendar and judgment passed in DVC No.76 of 2013 on the file of I Additional Chief Metropolitan Magistrate, Vijayawada since the respondent/wife agreed to receive the amount under the above mentioned Demand Drafts towards full and final settlement of all her claims including amount under order in DVC No.76 of 2013 against the appellant.

It is declared that the above compromise terms and conditions were arrived at with free will and consent. Both the parties abide by the terms and conditions and put an end to the litigation between them.

It is therefore just and essential that this Hon'ble Court may be pleased to record the above memorandum of compromise and grant decree in terms thereof.

Sd/-
Appellant/Husband

Sd/-
Respondent/Wife

Witnesses
1. Sd/- (mother)

Sd/-
Counsel for Appellant

2.

Sd/-
Counsel for Respondent"

5. The parties were present before the Court. After checking the identification of the parties, we questioned them about the terms of the compromise. They confirmed the terms of the compromise.

6. Therefore, both the appeals are disposed of modifying the common order and decrees of the Court below to the following effect:

(i) The marriage solemnized between the parties on 15-4-2001 shall stand dissolved by a decree of divorce on the consent of the parties;

(ii) The parties have no children born in the wedlock;

(iii) The husband has today paid and the wife has received in open Court, two Demand Drafts, one for a sum of Rs.10,00,000/- (Rupees ten lakhs only) and another for a sum of Rs.6,00,000/- (Rupees six lakhs only) towards full and final settlement of all her claims -- past, present and future; and

(iv) The parties agree that they shall have no further or other claims against each other.

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

V.RAMASUBRAMANIAN, J.

N.BALAYOGI, J.

18th July, 2017.
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(per VRS, J.)



18th July, 2017.
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