

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND
HON'BLE SMT JUSTICE T.RAJANI

F.C.A.Nos.233 of 2015 and 167 of 2017

Date: 26.04.2017

F.C.A.No.233 of 2015

Between:

G. Harikiran Kumar,
S/o. G. Srinivasulu Chetty,
Chittoor District.

..... Appellant

And:

G.L. Sravanthi, W/o. G. Harikiran Kumar,
Chittoor District.

.....Respondent

Counsel for the appellant: Sri Pavan Kumar Aditya Malladi

Counsel for Respondent: Sri T. Lakshminarayana

The Court made the following:



COMMON JUDGMENT (Per the Hon'ble Sri Justice C.V.Nagarjuna Reddy)

F.C.A.No.233 of 2015 is filed by the respondent/wife in F.C.O.P.No.92 of 2010 on the file of the Judge, Family Court–cum-V Additional District Judge, Tirupati, feeling aggrieved by grant of decree for dissolution of marriage. F.C.A.No.167 of 2017 is filed by the petitioner/husband in the said O.P. assailing grant of maintenance to the respondent/wife.

Mr. M. Dorai Raj, learned counsel for the appellant/wife in F.C.A.No.233 of 2015, addressed letter dated 17.04.2017 to the Registry wherein it is stated that the appellant has sent a letter to him informing that the dispute is settled at the instance of elders and that therefore, she wants to withdraw the appeal.

Mr.T. Lakshminarayana, learned counsel representing Mr. Dorai Raj, learned counsel for the appellant, reiterated the contents of the said letter and submitted that the settlement reached between the parties was reduced into writing by way of compromise agreement dated 25.03.2017. He has placed before us the original compromise agreement containing the following terms:

- “3. That the second party had initiated criminal proceedings against the first party and his family members before the Mahila Police Station, Tirupati and the same is pending before the IV AJFCM Tirupati in C.C.No.88/2012. That the 2nd party also preferred a domestic violence case against the 1st party and his family members in DVC No.20/2012 before the III AJFCM, Tirupati and the same is also pending. That meanwhile parties have agreed to go for a compromise and the terms of such compromise are mentioned as follows as per the advice of R. Balasubramanyam, D. Nagaraja Gupta, O.V.Krishnaiah Chetty.

- a. that the 2nd party has agreed to withdraw the appeal preferred by her in F.C.A.No.233/2015 before the High Court of Andhra Pradesh and has agreed to get the orders passed by the V ADJ Court, Tirupati in F.C.O.P.No.92/2010 confirmed. That the 1st party shall also withdraw the appeal preferred by him in F.C.A.S.R.No.42240/2015 aggrieved by the grant of monthly maintenance to the 2nd party in F.C.O.P.No.92/2010.
- b. that upon the completion of the procedure under clause (a) the first party has agreed to pay the second party a sum of Rs.20,00,000/- towards compensation towards the permanent alimony to the second party. The said money is agreed to be paid to the 2nd party through account transfer to the account of the 2nd party bearing No.013110100027101, Andhra Bank, T.T.D Administrative Building, K.T. Road, Tirupati with I.F.S.C. Code ANDD0000131 at the time of the settlement of terms in D.V.C.No.20/2012, after the completion of the withdrawal of appeal before the Hon'ble High Court of Andhra Pradesh as against the orders passed in F.C.O.P.No.92/2010 granting divorce to the parties.
- c. the compromise petitions shall contain the terms of compromise in all the cases pending between the parties namely D.V.C.No.20/2012, C.C.No.88/2012 IV AJFCM and also F.C.A.No.233/2015 against the F.C.O.P.No.92/2010.
- d. that the first party has agreed to return the valuables namely gold ornaments weighing around 350 gms., silver articles 1992 gms. to her on the date of referring the aforesaid DVC to the mediation centre and the time of recording the terms of compromise along with her permanent alimony through account transfer as aforesaid. That upon the receipt of the aforesaid gold and silver and money, the 2nd party shall pass a receipt to that effect.

- e. the memorandum of understanding arrived at on 19.02.2017 in the presence of Sri R. Balasubramanyam, D. Nagaraja Gupta and O.V.Krishnaiah Chetty in the presence of parents of parties to this agreement containing elucidatory endorsement giving clarification to the terms containing list of gold and silver items is appended to this agreement to be read as part and parcel of this agreement. The weight of gold items according to the terms is 350 gms but the listed items weigh only 277 gms and therefore the deficit 73 gms is to be delivered with the name of the jewel.
 - f. that the second party will withdraw/compound the criminal case preferred by her as against the first party and the other family members in C.C.No.88/2012 before the IV AJFCM, Tirupati.
 - g. that the 1st party shall withdraw the case in P.C.R.No.156/2010 on the file of X Additional CMM Court, Bangalore.
 - h. the 2nd party is giving up her claim for past or future maintenance from the 1st party and also giving up her claim for maintenance awarded in F.C.O.P.No.92/2010 @ Rs.20,000/- per month granted by the V ADJ Court, Tirupati along with a sum of Rs.8000/- awarded in DVC No.20/2012 in view of receiving permanent alimony as agreed supra.
4. There shall be no future obligations of any kind between the parties to this agreement and both the parties will bear their own court expenditure and costs and refrain from initiating any further litigation.
 5. That from today both the parties relinquish their rights over the person and property of each other and there are no remaining claims, except for those mentioned above.”

Since a neat copy of the agreement has been furnished by the learned counsel for the appellant/wife, we have perused the original agreement and returned the same to the learned counsel.

Mr. Pavan Kumar Aditya Malladi, learned counsel for the respondent/husband, has also agreed that the parties have entered into the aforementioned compromise agreement and that the appeal may be dismissed subject to the terms thereof.

Accordingly, both the appeals are dismissed with the direction that the terms of compromise agreement reproduced herein before shall form part of this order.

C.V.NAGARJUNA REDDY, J

Date: 26.04.2017

va

T.RAJANI, J

