

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

AND

THE HON'BLE SMT. JUSTICE T.RAJANI

F.C.A.M.P.Nos.161 and 167 of 2017

in/ and

FAMILY COURT APPEAL No.29 of 2017

21.03.2017

Between:

B.Manohar Mudiraj

..Applicant/ Appellant

And

Smt.B.Vijaya @ Lavanya

..Respondent

Counsel for the applicant/appellant: Mr.M.V.Raj Kumar Gabriel

Counsel for the respondent: Mr.P.Venkat Reddy

The Court made the following:



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

This Family Court Appeal is filed by the wife of the respondent, feeling aggrieved by order and decree, dated 29.10.2012, in O.P.No.1146 of 2011 on the file of the Judge, Additional Family Court, Hyderabad, whereby, he has dismissed the said O.P. for dissolution of marriage.

2. During the hearings of the case, we have taken the initiative to settle the disputes between the parties and in pursuance thereof, both the parties have settled the dispute. In pursuance of this settlement, the appellant has filed F.C.A.M.P.No.161 of 2017 for permission to amend the prayer in O.P.No.1146 of 2011 by treating it as filed for grant of decree of divorce by mutual consent under Section 13-B of the Hindu Marriage Act, 1955. He has also filed F.C.A.M.P.No.167 of 2017 for recording the terms of compromise contained in memorandum of compromise, dated 17.03.2017, signed by both the parties and their respective counsel. The terms of compromise contained in the said memorandum of compromise, which was filed along with F.C.A.M.P.No.167 of 2017, read as under:

“1. That Appellant and the respondent in pursuance to the said settlement, agreed to take Mutual Consent Divorce and as part of settlement, Appellant agreed to pay a sum of Rs.7,00,000/- to the Respondent herein towards full and final settlement and permanent Alimony within 3 months from this date and in turn the Respondent agreed for the mutual consent divorce and also undertaken to withdraw the Domestic Violence Case vide DVC 91/2016 pending on the file of Hon'ble IIIrd Metropolitan Magistrate Hyderabad at Erramanzil against the Appellant and any other cases is pending between the parties hereto in pursuance to the said matrimonial dispute and the maintenance granted to Respondent herein in M.C.196/2010 on the file of Addl. Metropolitan Sessions Judge-cum-Family Court, Nampally shall

seizes from the date of compromise between the parties hereto and there shall be no future claims from either side.

2. This Compromise is entered into by both the parties with free will and consent, without there being any undue influence, coercion and they have subscribed their respective signatures after understanding the contents herein.”

3. Today, at the hearing, both the parties are personally present. The appellant has handed over a banker's cheque for a sum of Rs.2,00,000/- (Rupees two lakhs only) to the respondent towards part-payment, out of a sum of Rs.7,00,000/- (Rupees seven lakhs only) agreed to be paid by him. The respondent has received the same. Both the appellant and the respondent have reiterated the contents of the memorandum of compromise.

4. In the light of the above facts, both F.C.A.M.P.Nos.161 and 167 of 2017 are allowed. The marriage between the appellant and the respondent is dissolved by granting decree of divorce by mutual consent in O.P.No.1146 of 2011 in terms of the memorandum of compromise. The Family Court Appeal, accordingly, stands disposed of.

C.V.NAGARJUNA REDDY, J

T.RAJANI, J

21st March, 2017
GHN