

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

Pronounced on : 16-6-2017

Coram :

The Honourable Mr. Justice V.RAMASUBRAMANIAN
and
The Honourable Mr. Justice N.BALAYOGI

FCA MP Nos.300, 301 and 308 of 2017
in/and
Family Court Appeal No.191 of 2016

Bhimanapalli Seetha Latha, W/o.Tata Harikrishna,
D/o.B.Venkateswara Rao, Aged: 33 years,
R/o.1022, 3rd Floor, 10th Block, Lotus Aakash,
Lotus Landmark, Kedareshwarapet,
Vijayawada-3, Krishna District

... Appellant/Respondent

Vs.

Tata Harikrishna, S/o.Veeraiah,
Aged: 34 years, Asst. Professor,
Sidhardha Engineering College,
R/o.67-11-11/2, Patamata,
Vijayawada, Krishna District

... Respondent/Respondent

For Appellant : Mr. Siva Sankara Rao Borra

For Respondent : Mr. T.Rajinikanth Reddy

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

FCA MP Nos.300, 301 and 308 of 2017
in/and
Family Court Appeal No.191 of 2016

Judgment: (per V.Ramasubramanian, J.)

This is an appeal arising out of a decree of divorce granted by the Family Court, Vijayawada, at the instance of the husband on the ground of cruelty and desertion.

2. During the pendency of the appeal, the parties have compromised the dispute between themselves.

The Compromise Memo reads as follows:

"1. It is submitted the marriage of the petitioner and respondent was performed on 14-8-2009. Thereafter, the respondent herein filed HMOP No.666 of 2012 before the Additional Family Court cum XIV Additional District Judge, Vijayawada. The same was decreed on 17-10-2016, aggrieved by the same the petitioner herein preferred the above FCA No.191 of 2016 which is pending before this Court.

2. It is submitted that the parties viz., petitioner and respondent settled the matter amicably before the elders and decided to obtain divorce by mutual consent on the following terms and conditions:

TERMS AND CONDITIONS

i. The respondent herein agreed to pay a sum of Rs.30,00,000/- (Rupees thirty lakhs) to (Bhimanapalli Sita Latha) petitioner herein towards her permanent alimony. The petitioner on 16-7-2012 received the SBH cheque bearing No.140301 of Rs.5,00,000/- from the respondent. The remaining Rs.25,00,000/- (twenty five lakh rupees) amount is paid by way of **demand drafts** by the respondent to the petitioner as follows:

a. Syndicate Bank, VRSEC Branch, Vijayawada for Rs.2,00,000/- (Rupees two lakhs), dated 31-5-2017, vide DD No.769614.

b. Syndicate Bank, VRSEC Branch, Vijayawada for Rs.2,00,000/- (Rupees two lakhs), dated 31-5-2017, vide DD No.769615.

c. State Bank of India, Patamata Lanka Branch, Vijayawada for Rs.5,00,000/- (Rupees five lakhs), dated 31-5-2017, vide Bankers Cheque No.971131.

d. State Bank of India, Patamata Lanka Branch, Vijayawada for Rs.2,00,000/- (Rupees two lakhs), dated 01-6-2017, vide Bankers Cheque No.971132.

e. State Bank of India, Civil Courts Branch, Vijayawada for Rs.9,00,000/- (Rupees nine lakhs), dated 01-6-2017, vide Bankers Cheque No.977122.

f. State Bank of India, Civil Courts Branch, Vijayawada for Rs.5,00,000/- (Rupees five lakhs), dated 01-6-2017, vide Bankers Cheque No.977123.

The petitioner received the above demand drafts mentioned above and agreed upon that she will not claim any amount or right in future from the 1st respondent herein.

ii. It is agreed that the petitioner will not have any claim or right to seek any share from out of the properties of the respondent in future.

iii. Both the parties have also agreed that they have no objection for remarriage of their party soon after obtaining a decree of dissolution of marriage on mutual consent since they are living separately for the past more than seven years.

iv. Both the parties have further agreed that they will have a liberty to lead individual lives without there being any interruption from the other party and no claim can be raised by any one party against the other.

v. Both the parties have agreed to withdraw cases if any pending in Court or Forums between them filed against each other.

It is therefore prayed this Hon'ble Court may be pleased to record the terms and conditions arrived in between the parties it is just and necessary that HMOP No.666 of 2012 on the file of XIV Additional District and

Sessions Judge cum Additional Family Judge, Vijayawada as well as above F.C.A. before this Hon'ble Court arising out of HMOP be treated as a petition filed under Section 13-B of Hindu Marriage Act for passing a Decree of Dissolution of Marriage on Mutual Consent, and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Hyderabad,

Date: 15-6-2017.

Sd/-	Sd/-
Counsel for the Petitioner	Petitioner
Sd/-	Sd/-
Counsel for the Respondent	Respondent

Sd/-

Advocate, Hyderabad.

(B.Vijay)"

3. The petitioner as well as the respondent were present in Court. After verifying their identity, they were questioned about the terms of the compromise. They confirmed the terms of the compromise.

4. Therefore, the miscellaneous petitions are ordered and the family court appeal is allowed in terms of compromise. The judgment and decree of the Trial Court are modified and there will be a decree in terms of the Joint Memo of Compromise. In simple terms, there will be a decree – (1) for dissolution of the marriage that took place between the petitioner and the respondent on 14-8-1999 by mutual consent, (2) that the parties will have no further or other claims against each other, since the appellant has received a lump sum amount of Rs.30,00,000/- (Rupees thirty lakhs only) for her past, present and future permanent alimony.

The other miscellaneous petitions, if any, pending in this appeal 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

FCA MP Nos.300, 301 and 308 of 2017
in/and
Family Court Appeal No.191 of 2016
(per VRS, J.)



16th June, 2017.
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