

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

AND

THE HON'BLE SMT. JUSTICE T.RAJANI

F.C.A.M.P.Nos.245 and 251 of 2017

in/ and

FAMILY COURT APPEAL No.210 of 2013

27.04.2017

Between:

M.Ramesh

..Applicant/ Appellant

And

Smt.M.Laxmi

..Respondent

Counsel for the applicant/appellant: Mr.C.B.Adarsh Kumar
for Mr.N.Ravi Prasad

Counsel for the respondent: Mr.M.V.Raj Kumar Gabriel

The Court made the following:



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

The Family Court Appeal is filed by the unsuccessful husband of the respondent in O.P.No.91 of 2011 on the file of the Judge, Family Court, Ranga Reddy District at L.B.Nagar, Hyderabad, feeling aggrieved by the dismissal of the said O.P. filed for dissolution of his marriage with the respondent.

2. F.C.A.M.P.No.245 of 2017 is filed in the name of the appellant signed by both the parties and their counsel requesting for disposal of the appeal based on the compromise entered into between the appellant and the respondent. The appellant has also filed F.C.A.M.P.No.251 of 2017 seeking amendment of the prayer in O.P.No.91 of 2011, by substituting Section 13(1)(i) of the Hindu Marriage Act, 1955 (for short 'the Act') with Section 13-B of the Act, for granting decree of divorce by mutual consent by dissolving the marriage between the parties. Along with F.C.A.M.P.No.245 of 2017, a copy of memorandum of understanding, dated 14.12.2015, entered between the parties is filed, the terms whereof read as under:

"1. That the parties hereto have settled the matter amicably and the first party has agreed to pay a sum of Rs.4,00,000/- towards full & final settlement of issues and permanent alimony and the second party have agreed for the said sum and relinquishing all her claims and demands what so ever in nature.

2. That the second party have agreed and undertook that she shall withdraw forthwith by filing necessary applications before IV Metropolitan Magistrate and XV Additional Chief Metropolitan Magistrate by coming before the court recording the compromise in terms of the settlement.

3. That the parties hereto agreed and undertook that they shall file necessary petition in F.C.A.No../20 before Hon'ble High

Court at Hyderabad for mutual consent divorce and shall appear before the court and obtain divorce.

4. That the parties hereto agreed and accepted that the total sum of Rs.4,00,000/- shall be paid in following manner.

i. A sum of Rs.2,00,000/- being 50% of the total sum shall be paid by the first party to the second party on the day of withdrawal of C.C.750/2011 on the file of XV Additional Chief Metropolitan Magistrate, Nampally, Hyderabad.

ii. The remaining sum of Rs.2,00,000/- being 50% of the total sum shall be paid by the first party to the second party within 3 months from the date of withdrawal of the said C.C.750/2011, on the day of withdrawal of DVC No.202/2013 on the file of IV Metropolitan Magistrate, Erramanzil, Hyderabad and as well as the marriage dated 08.08.2008 is dissolved through Decree of Divorce by the competent court of law and at that time the second party agreed to hand over the PUSTE to the first party.

5. That the parties hereto agree and undertake that all their claims rights, interest, demands were settled and neither party hereto shall have claim against the other party at present or in future whatsoever in nature other than those what has been detailed in this MOU.

6. That the parties hereto agreed and undertake that they shall not interfere with each and others individual life in what so ever in nature nor the family made may be liable for any of their acts. Further the parties are free to their individual life as per their will and wish.

7. That the parties here to agreed and undertake that they shall abide by the terms and condition under this MOU in strict sense and give effect to this MOU within reasonable period preferably at the earliest point of time. Both parties shall make themselves available and do, depose, accept, undertake to all those necessary things acts that may be necessary to giving effect to this MOU.

8. That this MOU is made in two sets and each of the party is given one set and both the sets are treated as original.”

3. At the hearing, both the parties, who are personally present, have placed before us original memorandum of understanding, dated 14.12.2015, for our perusal. After perusing the said document, it was returned to the parties. The respondent has admitted of her receiving the sum of Rs.4,00,000/- (Rupees four lakhs only) as agreed and paid by the appellant and conveyed her no objection for decreeing F.C.O.P.No.91 of 2011 by granting divorce by mutual consent by dissolving the marriage between the parties.

4. In the light of the above facts, F.C.A.M.P.Nos.245 and 251 of 2017 are allowed. Order under appeal, dated 29.04.2013, in F.C.O.P.No.91 of 2011 is set aside. F.C.O.P.No.91 of 2011 is amended as prayed for. F.C.O.P.No.91 of 2011, as amended, is decreed by granting divorce by mutual consent by dissolving the marriage between the parties, subject to the terms of memorandum of compromise, dated 14.12.2015, filed along with F.C.A.M.P.No.245 of 2017, as reproduced hereinbefore. F.C.A.No.210 of 2013 is, accordingly, disposed of.

C.V.NAGARJUNA REDDY, J

T.RAJANI, J

27th April, 2017
GHN