

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

AND

THE HON'BLE SRI JUSTICE M.S.K.JAI SWAL

C.M.A.M.P.Nos.1158 and 1159 of 2017

in/ and

CIVIL MISCELLANEOUS APPEAL No.102 of 2015

13.07.2017

Between:

K.Ramanjaneyulu

..Applicant/ Appellant

and

B.Chittemma @ Anitha

..Respondent

Counsel for the applicant/appellant: Mr.K.Buchi Babu

Counsel for the respondent: Mr.Maheswara Rao Kunchem

The Court made the following:



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

C.M.A.No.102 of 2015 is filed against order and decree, dated 30.06.2014, in M.O.P.No.8 of 2012 on the file of the Senior Civil Judge, Adoni, whereby he has declined to grant decree of divorce to the appellant against the respondent.

2. The appellant has filed C.M.A.M.P.No.1158 of 2017 for recording compromise and granting decree of divorce by mutual consent in terms of compromise in the appeal. He has also filed C.M.A.M.P.No.1159 of 2017 for amending the prayer in C.M.A.No.102 of 2015 for grant of decree of divorce by mutual consent in terms of compromise.

3. Along with C.M.A.M.P.No.1158 of 2017, both the parties have filed an affidavit spelling out the terms of compromise, wherein they have stated that they have been living separately for the last six years and that as the differences between them became irreconcilable, they have agreed to separate legally by mutual consent subject to the appellant paying the respondent a sum of Rs.12,00,000/- (Rupees twelve lakhs only) towards permanent alimony and also maintenance of their daughter kumari K.Veda Sri. The payment details are mentioned in clauses (a) to (f) to paragraph 2 of the aforesaid affidavit, which read as under:

“a) Dated on 6-12-2016 the respondent had received Rs.50,000/- (Rupees fifty thousand only) in cash for entering into compromise dated 6-12-2016.

b) The D.D. for a sum of Rs.49,900/- through D.D.No.475577 drawn on Andhra Bank, Yemmiganur, dated 30-6-2017.

c) The D.D. for a sum of Rs.2,00,000/- through D.D.No.475578 drawn on Andhra Bank, Yemmiganur, dated 30-6-2017.

d) The D.D. for a sum of Rs.2,50,400/- through D.D.No.475579 drawn on Andhra Bank, Yemmiganur, dated 30-6-2017.

e) The D.D. for a sum of Rs.49,900/- through D.D.No.000916 drawn on AXIS Bank, Yemmiganur, dated 19.11.2016.

f) and remaining amount of Rs.6,00,000/- vide D.D.No.001475 for Rs.6,00,000/- drawn on HDFC Bank, Yemmiganur dated 5-12-2016 in favour of Kum.K.Veda Sri (now aged 8 years), which shall be fixed deposit at the Post Office, Kadiri, Ananthapur District or any other nationalized banks, both of us do hereby agree to withdraw all the cases against each of us.”

4. During the hearing, the appellant has handed over the demand drafts for a sum of Rs.12,00,000/-, which the respondent has received and has acknowledged. Both the parties have also informed the Court that they want decree of divorce by mutual consent in terms of the affidavit filed along with C.M.A.M.P.No.1158 of 2017.

5. In the light of the above facts, both C.M.A.M.P.Nos.1158 and 1159 of 2017 are allowed by recording compromise and the prayer in C.M.A.No.102 of 2015 is permitted to be amended for grant of decree of divorce by mutual consent in terms of the affidavit filed along with C.M.A.M.P.No.1158 of 2017. C.M.A.No.102 of 2015, as amended, is allowed. The Registry shall draft the decree of divorce by mutual consent in terms of the affidavit filed along with C.M.A.M.P.No.1158 of 2017.

C.V.NAGARJUNA REDDY, J

M.S.K.JAI SWAL, J

13th July, 2017
GHN