

**HON'BLE SRI JUSTICE SURESH KUMAR KAIT
AND
HON'BLE SRI JUSTICE P. KESHA VA RAO**

F.C.A.M.P.No.648 of 2017

in/and

F.C.A.No.74 of 2016

COMMON ORDER: (ORAL)

(Per Suresh Kumar Kait, J)

Vide F.C.A.M.P.No.648 of 2017, petitioner seeks to record the terms of compromise in F.C.A.No.74 of 2016 and pass a decree accordingly in terms of the compromise.

The respondent-wife filed O.P.No.731 of 2015 on the file of the Judge, Addl. Family Court, Hyderabad. The same was allowed vide order dated 26.03.2016, whereby it is recorded as under:

“This petition coming before me for final disposal in presence of petitioner and her counsel and the respondent remained ex parte and this court doth order and decree as hereunder:

1. That the petition filed by the petitioner be and the same is hereby allowed.
2. That the marriage performed between the petitioner and respondent on 14.02.2013 is dissolved by granting decree of divorce on the ground of cruelty.
3. That the respondent is directed to pay Rs.30,00,000/- (Rupees Thirty Lakhs only) towards permanent alimony and return the cash of Rs.20,00,000/- (Rupees Twenty Lakhs only), Gold, Silver ornaments as per Ex.P.3 list to the petitioner
4. That there is no order as to costs.”

Vide F.C.A.No.74 of 2016, the appellant has challenged para-3 of the order and decree noted above, whereby the trial Court directed the appellant to pay Rs.30,00,000/- towards permanent alimony and return the cash of Rs.20,00,000/-, Gold and Silver ornaments as per Ex.P.3 list to the respondent.

During the pendency of the appeal, the appellant and the respondent entered into compromise. Para-2 and para-3 of the compromise, which is annexed to F.C.A.M.P.No.648 of 2017, read as under:

“2.The parents of the respondent gave immovable property in the form of 2 residential plots bearing Plot Nos.17 and 18 in R.C.No.93/2, situated at Akkarampally village in Tirupati, more particularly described in Schedule of Property of the OP, approximately worth Rs.1 crore in the year 2013. The said plot belonged to the mother of the respondent and was transferred by her in favour of the appellant herein and the respondent jointly, through a Gift Settlement Deed dated 18.02.2013 bearing document No.1323 of 2013.”

“3. Due to serious differences inter se between the appellant and the respondent, the appellant and the respondent have been living separately from the time of marriage till this date, except for a brief period from June, 2014 to December, 2014.”

Keeping in view the averments made in F.C.A.M.P.No.648 of 2017 and the fact that compromise has taken place between the parties, we hereby allow the said petition. Consequently, the order and decree dated 26.03.2016 passed in O.P.No.731 of 2015 noted above is modified accordingly.

The appeal – F.C.A.No.74 of 2016 is accordingly allowed in part, by modifying para-3 of the order and decree dated 26.03.2016 in terms of the memorandum of compromise.

SURESH KUMAR KAIT, J

P. KESHA VA RAO, J

November 10, 2017
MRR