

The Hon'ble Sri Justice C.V.Nagarjuna Reddy

and

The Hon'ble Smt. Justice T.Rajani

FCAMP.No.464 of 2016 in/ & FCA No.95 of 2014

and FCA.No.171 of 2017

Date: 12.04.2017

FCAMP.No.464/16 in/ & FCA.95/2014

Between:

B.Vijaya Kumar

... applicant/Appellant

and

B.Sirisha

...Respondent

FCA.171/2017

Between:

B.Sirisha

... Appellant

and

B.Vijaya Kumar

...Respondent



Counsel for the Appellant (respondent in FCA.171/17): Mr.M.Ananda Kumar

Counsel for the respondent (appellant in FCA.171/17): Mr.N.Vinesh Raj

The Court made the following:

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

The petitioner (husband) in FCOP.No.410 of 2012 filed FCA.No.95 of 2014 feeling aggrieved by Order and Decree, dated 29.04.2014, passed therein by the Judge, Family Court, Secunderabad, to the extent of the award of permanent alimony of Rs.5 lakhs in favour of the respondent while granting decree of divorce.

The respondent (wife) in the aforesaid FCOP filed FCA.171 of 2017 feeling dissatisfied with the quantum of permanent alimony awarded by the Family Court.

The appellant in FCA.No.95 of 2014 filed FCAMP.No.464 of 2016 praying to dispose of the FCA by recording the compromise entered into between the parties *vide* Memorandum of Understanding (MOU), dated -09-2016. Along with this Application, the MOU containing the following terms has been filed:

“1. Both the parties herein have decided to amicably settle all the issues between them by withdrawing all the cases pending between them and their family members.

2. The Second Party has agreed to pay a sum of Rs.4.00 lakhs to the First Party towards permanent alimony and full & final settlement between them and the First Party has agreed to receive the said amount

towards her full & final claim and share against the Second Party and his family members.

3. The First Party by receiving the amount shall not have any further claim for any amount towards maintenance, permanent alimony etc., from either the second Party or his family members.

4. The First Party shall relinquish all her rights, share and claim if any against the movable and immovable properties of the Second Party and his family members.

5. The First Party has agreed to withdraw the dowry harassment Case in CC.No.276 of 2012 by reporting compromise before the Court concerned and if required shall co-operate with the Second Party and his family members in getting the CC quashed by the Honourable High Court of Hyderabad.

6. The First Party undertakes to report compromise and sign on necessary papers before the Honourable VIII MSJ in DV Appeal No.681/2016 and report compromise in the said case and relinquish her claim for maintenance ordered by the Honourable IV MM Hyderabad in DVC No.372/2012. The First Party shall not be entitled to claim the arrears of maintenance or future maintenance @ Rs.5,000/- per month as per the order passed in DVC against the Second Party.

7. The Parties herein agree to report compromise before the Honourable High Court of Hyderabad in FCA.Nos.95 of 2014 & another case filed by both the Parties against each other and the First Party shall relinquish her claim for permanent alimony of Rs.5.00 lakhs passed in OP.No.410 of 2014 by the Honourable Judge, Family Court, Secunderabad in lieu of having received full and final settlement of Rs.4.00 lakhs from the Second Party and she shall report for NO Objection for divorce dissolving their marriage dated 07.12.2006.

8. The Second Party shall ensure that after closure of all the cases, his married sisters will withdraw Criminal Petition No.6300 of 2013 before the Honourable High Court of Hyderabad.

9. Both the parties after the closure of all the cases shall be entitled to live their life independently without any interference by either of the parties and either of the Parties shall also be entitled to contract second marriage as per their choice if they desire to do so and other Party shall not have any objection for it.

10. Both the Parties hereby agree and undertake that after settlement of all the issues between them, they shall not initiate any civil or criminal proceedings against each other or against any of their family members in future.

11. Both the Parties have entered into this MOU with their free will and consent and with an intention to settle the issue amicably between them.”

Both the parties are personally present and they have reiterated the contents of the MOU. The respondent in FCA.No.95 of 2014 has acknowledged the receipt of the sum of Rs.4 lakhs in terms of the MOU.

Both the learned Counsel for the parties requested for disposal of both the FCAs in terms of the afore-mentioned MOU.

Having regard to the above facts, the order under Appeal is modified in tune with the MOU as regards the permanent alimony.

Accordingly, FCAMP.No.464 of 2016 is allowed and both the FCAs are disposed of.

As a sequel to disposal of the FCAs, interim order, dated 17-07-2014, in FCA.No.95 of 2014 is vacated and FCAMP.Nos.284 of 2014 and 101 of 2015 and FCAMP.No.235 of 2017 in FCA.Nos.95 of 2014 and 171 of 2017 respectively are disposed of as infructuous.



(C.V.Nagarjuna Reddy, J)

(T.Rajani, J)

Dt: 12th April, 2017
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