

IN THE HIGH COURT OF JUDICATURE AT PATNA

Miscellaneous Appeal No.218 of 2015

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Smt. Riju Devi wife of Diwakar Kumar, Daughter of Mahendra Prasad Singh, resident of Mohalla- Ramcharan Tola, P.S.- Barahiya, District- Lakhisarai

.... Appellant/s

Versus

Diwakar Kumar son of Bhimeshwar Nath Sharma, resident of village- Bhatgaon, P.S. Barh, District- Patna

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Suresh Pd. Singh No. 1, Advocate
: Kumari Rashmi, Advocate
: Mr. Jai Kumar, Advocate
For the Respondent/s : Mr. Surendra Prasad Singh, Advocate

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CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

and

HONOURABLE MR. JUSTICE S. KUMAR

ORAL ORDER

(Per: HONOURABLE DR. JUSTICE RAVI RANJAN)

12 10-01-2018

Heard learned counsel for the parties.

The appellant is present in person.

3rd affidavit has been filed on behalf of respondent in which he has stated that he is ready to pay Rs. 10 lacs apart from Rs. 5 lacs which has already been paid through a bank draft to appellant towards her one time permanent alimony, which has been deposited and lying with the court below. He has also agreed to pay Rs. 4000/- per month towards permanent maintenance and meet the expenses of education and other needs of the minor son Ashutosh Kumar till the date of attaining his age of majority.



The appellant has also filed affidavit and clearly stated that she is willing to accept one time maintenance of Rs. 15 lacs and Rs. 4000 alimony for the son of the appellant till his age of majority.

She is present in person and has stated that she will be satisfied on payment of the further Rs. 10 lacs apart from 5 lacs which has already been deposited by way of demand draft which is lying with the court below which has been deposited by the respondent by way of alimony.

In such a situation, this Court accepts the statement made by the parties and the appeal is dismissed with following directions.

- (1) The respondent would withdraw the demand draft for five lacs which has already been deposited in the court below and get it revalidated from the Bank as the period of such demand draft has already been expired. On such an application filed by him, the court below will also return the demand draft to him. Thereafter, he will again deposit revalidated demand draft within three weeks after such return.
- (2) He will pay Rs. 10 lacs within a period of one year through demand draft drawn in favour of the appellant



in four equal installments of Rs. 2,50,000/- each commencing from month of February. The demand draft for 2,50,000/- would be deposited before the court below on each and every occasion. The appellant would be at liberty to withdraw all the demand drafts including redeposited demand draft of Rs. 5 lacs immediately after its deposit with a notice to the other side. Similarly petitioner would also deposit of Rs. 4000/- per month from February till January 2019.

(3) So far as Rs. 4000/- is concerned, it will be deposited in account No. 31555257068, CIF No. 85938489038 which has been furnished by the appellant during the course of hearing. The entire arrears should be deposited in the month of February and further Rs. 4000/- which shall also start from the month of February. All deposits should be made within first two weeks of the concerned month.

(4) The appellant has undertaken before us that she will withdraw all the cases including the criminal case pending before the court below after payment of the entire alimony amount as prescribed above.



Thus, the appellant would be required to file petitions for withdrawal of all the cases after getting the first installment. However, the proceeding of the case No. 2788 (C) 2009 U/s 498 A and 4 of the D.P. Act and 3 P/2010 Domestic Violence pending before learned S.D.J.M., Begusarai Shall remain stayed till 31st January 2019 till the final payment is made.

The Court concerned, thereafter, would take up the matter of withdrawal of the cases if a petition is filed by one of the parties and bring it to a logical conclusion.

It is made clear that this settlement and present order would not come in way of the inheritance right of the son of the parties.

It is further made clear that in case of default, the parties would have right to file a petition for revival of this appeal.

(Dr. Ravi Ranjan, J)

(S. Kumar, J)

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