

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

and

The Hon'ble Sri Justice Gudiseva Shyam Prasad

Family Court Appeal Nos.86 & 89 of 2011

Date: 02.03.2018

Between:

Deepak Varma

... Appellant

and

Smt.Kushboo Varma

...Respondent

Counsel for the Appellant: Mrs.Rajasri Mancha

The Court made the following:



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

The husband of the respondent filed these Appeals against Common Order and separate Decrees, dated 14.02.2011, in OP.Nos.521 of 2007 and 199 of 2008 on the file of the Judge, Additional Family Court, Hyderabad.

While the respondent filed OP.No.521 of 2007, under Section 9 of the Hindu Marriage Act, 1955, for restitution of conjugal rights, the appellant has filed OP.No.199 of 2008 for dissolution of marriage. The Court below has dismissed OP.No.199 of 2008 and decreed OP.No.521 of 2007.

During the hearing, both the parties have come to a settlement. They have, accordingly, executed a Joint Memorandum of Compromise, which was subsequently revised and a revised Joint Memorandum of Compromise, dated 28-11-2017, was executed between the parties. In the revised Joint Memorandum of Compromise, the following terms and conditions have been incorporated:

“a. That the petitioner and respondent agreed to take decree of divorce by consenting to the terms and conditions set out herein the Joint Memorandum of Compromise.

b. That the Petitioner/Appellant agreed to the condition that he shall not claim for the custody of the child neither in present nor in the future and shall not approach courts to claim the custody. The respondent is not willing to part with

the custody of the child as such the custody is left to the respondent.

c. The Respondent agreed that Appellant/Petitioner till this date paid a total maintenance of Rs.2,89,550/- @ 2500/- pm. The respondent is working and earning her livelihood and agreed that she doesn't need any financial assistance towards her maintenance from the appellant from now onwards and this is agreed not being influenced by any external factor or duress of any kind from anyone.

d. That the Appellant/Petitioner, who is working as a private tutor, though having no financial soundness, agreed to give the child financial security and as such took out a LIC policy No.648847598 in the name of the child "Hema Verma" on 14-11-2017 for a sum Assured Rs.2,60,000/-with date of Maturity on 14-11-2027 on which date the child is entitled for a sum of Rs.3,66,000/- which includes the bonus.

e. the Respondent agreed to withdraw all the pending cases filed against the Appellant/Petitioner including DVC 109 of 2017 and MP 633 of 2017 in MC 257 OF 2007 and shall not claim any right, interest and raise any dispute in future neither for her nor for the child's maintenance or in any movable and immovable properties of the Appellant.

f. That the parties herein above shall not file any cases against each other or their family members and their relatives on any issues and if it comes to light in future that any case/complaint filed against each other or their family members is pending before any Forum such as Police Station/Tribunal/Court etc., they shall withdraw the same immediately on knowing about such a pendency of the complaint/case."

In the addendum to the said Joint Memorandum of Compromise filed on 21-12-2017, it is stated that in pursuance

of the Joint Memorandum of Understanding, the appellant has paid a sum of Rs.3 lakhs by way of Demand Draft bearing No.009739, dated 20-12-2017, drawn on IDBI Bank, Kachiguda Branch, Hyderabad, to the respondent towards full and final settlement and that in view of the same, the respondent has executed an undertaking, confirming/acknowledging receipt of the said amount and giving an undertaking not to make any further claims in future.

At the hearing, the appellant has clarified that the LIC policy amount, which was agreed to be payable to the respondent on behalf of the minor child- Hema Varma is in addition to the sum of Rs.3 lakhs paid by him to the respondent.

The Appellant has also filed an amendment petition viz., IA.No.2 of 2018 on 27-02-2018 seeking grant of decree of divorce by mutual consent under Section 13-B of the Hindu Marriage Act, 1955.

Both the parties are personally present. The appellant has handed over the LIC policy standing in the name of the minor child- Hema Varma to the respondent. The respondent informed the Court that she is satisfied with the settlement arrived by her with the appellant and that she has no further

claims against him except to the extent of LIC policy in which a sum of Rs.3,66,000/- is receivable by her minor child on its maturity.

In the light of the above, Common Order and separate Decrees, dated 14.02.2011, in OP.Nos.521 of 2007 and 199 of 2008 on the file of the Judge, Additional Family Court, Hyderabad, are set aside. IA.No.2 of 2018 is allowed and the marriage between the appellant and the respondent is dissolved under Section 13-B of the Hindu Marriage Act, 1955, in terms of the revised Joint Memorandum of Compromise, dated 28-11-2017, and the addendum, dated 21.12.2017, annexed thereto.

Both the Family Court Appeals are, accordingly, allowed.

As a sequel, Miscellaneous Petitions, pending if any, stand disposed of as infructuous.

(C.V.Nagarjuna Reddy, J)

(Gudiseva Shyam Prasad, J)

Dt: 2nd March, 2018
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