

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY
AND
THE HON'BLE SRI JUSTICE GUDISEVA SHYAM PRASAD
C.M.A.M.P.No.2322 of 2017
in/and
CIVIL MISCELLANEOUS APPEAL No.202 of 2013

08.03.2018

Between:

Annam Sreenivasulu

..Applicant/Appellant

and

Annam Suguna @ Mannem Suguna and another

..Respondents

Counsel for the applicant/appellant: Mrs.M.Vidyavathi

Counsel for respondent No.1: Mr.Satheesh Kumar Eerla

Counsel for respondent No.2: --

The Court made the following:



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

The parties are hereinafter referred to as they are arrayed in C.M.A.No.202 of 2013.

2. C.M.A.No.202 of 2013 arises out of order and decree, dated 16.11.2012 in H.M.O.P.No.198 of 2005 on the file of learned I Additional Senior Civil Judge, Nellore, whereby he has dismissed the aforementioned H.M.O.P. filed by the appellant for dissolution of his marriage with respondent No.1.

3. Both the appellant and respondent No.1 have filed a memorandum of compromise with the following terms along with C.M.A.M.P.No.2322 of 2017 filed for recording the compromise and dissolving the marriage.

“1. That the appellant/husband is paying a sum of Rs.12,00,000/- (Rupees Twelve lakhs only) to the respondent/wife vide Demand Draft No.503437 dated 17-11-2017 drawn at ICICI Bank, Nellore Branch towards the full and final settlement towards the claim of past, present and future maintenance and also towards permanent alimony to the respondent herein before this Hon'ble Court today.

2. The respondent herein agreed to get the marriage annulled by way of a decree of divorce on receipt of Rs.12,00,000/- (Rupees twelve lakhs only) paid by the appellant/husband by way of demand draft No.503437 dated 17-11-2017 drawn at ICICI Bank, Nellore on acknowledging the receipt of the same. She is agreeing, acknowledging and accepting that she is receiving the above referred Rs.12,00,000/- in full quit/discharge of all her claims of past, present and future maintenance and permanent alimony.

3. The respondent has executed a registered relinquishment deed of her rights of maintenance and permanent alimony. The sons of both the appellant and the respondent have also relinquished their rights therein vide document No.5705/2017 of Joint Sub-Registrar, Nellore dated 10.08.2017. The Xerox copy of the same is enclosed herewith.

4. The appellant got registered a conditional settlement deed through his sister Smt. N.Padmavathamma agriculture wet admeasuring in Sy.No.183/2/5 an extent of Ac.0.06 cents out of Ac.0.83 cents, in Sy.No.228 extent of Ac.1.44 out of Ac.2.34 cents in Sy.No.229/1 extent of Ac.1.75 cents out of Ac.3.02 cents i.e., total extent of Ac.3.25 cents situated at Peduru Village, T.P. Gudur Mandal, SPSR Nellore District in the name of the respondent and children Viz., Annam Nishanth and Annam Susanth, Vide document No.5589/2017 dt.10-08-2017 of Joint Sub-Registrar, Nellore. The Xerox copy of the same is enclosed herewith.

5. The respondent agrees that in future she cannot have any future claims against the appellant/husband before any forum/court relating to any aspect either relating to maintenance or rights over property or person.

6. The order and decree passed in H.M.O.P.No.198/2005 on the file of Hon'ble I Addl., Senior Civil Judge, Nellore be set aside and the marriage dated 07.10.1992 between the appellant and respondent be dissolved by way of decree of divorce and pass such other order or other...."

4. On this Court pointing out that the marriage between the appellant and respondent No.1 could be dissolved by mutual consent only under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act'), the appellant has filed C.M.A.M.P.(SR)No.1938 of 2018 seeking amendment of the prayer in H.M.O.P.No.198 of 2005 by altering the

provision of law by substituting Section 13(1)(i)(ia) of the Act with Section 13-B of the Act. On certain office objections, the Registry has not numbered the said application. By a separate order passed today by this Court, the office objections are overruled and the said application is directed to be numbered.

5. At the hearing, both the appellant and respondent No.1 are personally present. In pursuance of the terms of compromise referred to above, the appellant has handed over the demand draft for Rs.12,00,000/- (Rupees twelve lakhs only) to the learned counsel for the appellant, who, in turn, has handed over the same to respondent No.1. On receiving the said demand draft, respondent No.1 has stated that she does not have any further claims whatsoever against the appellant. Both the aforementioned parties have informed the Court that they are interested in getting their marriage dissolved by mutual consent.

6. In the light of the above, C.M.A.M.P.No.2322 of 2017 is ordered; order, dated 16.11.2012, in H.M.O.P.No.198 of 2005 on the file of learned I Additional Senior Civil Judge, Nellore is set aside; H.M.O.P.No.198 of 2005, as amended, is decreed in terms of the compromise incorporated in this order and the marriage between the appellant and respondent No.1 is dissolved by mutual consent. The appeal is allowed.

C.V.NAGARJUNA REDDY, J

GUDISEVA SHYAM PRASAD, J

08th March, 2018

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