

**HON'BLE SRI JUSTICE SURESH KUMAR KAIT
AND
HON'BLE SRI JUSTICE T. AMARNATH GOUD**

**I.A.No.1 of 2018
In/and
F.C.A.No.81 of 2011**

COMMON ORDER: (ORAL)

(Per Suresh Kumar Kait, J)

I.A.No.1 of 2018 is filed by the appellant in F.C.A.No.81 of 2011 to allow the said appeal in terms of the compromise arrived at by him with the respondents. A memorandum of compromise entered between the parties is filed along with the application.

As per the terms of the compromise, the appellant has agreed to pay an amount of Rs.4,00,000/- (Rupees four lakhs only) to the 1st respondent.

On 09.07.2018, when the matter was taken up for hearing, an amount of Rs.2,00,000/- has been paid by the appellant towards the marriage expenses of the 3rd respondent – Baby Aneez Fatima vide D.D.No.496068 dated 05.07.2016 and the balance amount was undertaken to be paid on or before 28.08.2018.

When the matter is taken up for hearing today, the 1st respondent is present in Court in person along with the 3rd respondent and her counsel. She has agreed to accept the amount of Rs.2,00,000/- and has expressed 'no objection' if the appeal is closed.

The appellant has handed over to the 1st respondent demand draft bearing No.496252 dated 17.08.2018 of Vijaya Bank, Hyderabad, for an amount of Rs.2,00,000/- (Rupees Two Lakhs only)

towards One Time Settlement for the maintenance of the 1st respondent.

In view of the above, we hereby allow I.A.No.1 of 2018 in terms of the compromise arrived between the parties. The said compromise shall form part of the decree. We make it clear that the amount of Rs.2,00,000/- paid by the appellant to the 1st respondent is towards One Time Settlement for the maintenance of the 1st respondent and it has nothing to do with the marriage between the appellant and the 1st respondent, as agreed upon by the parties.

Consequently, F.C.A.No.81 of 2011 is disposed of.



SURESH KUMAR KAIT, J

T. AMARNATH GOUD, J

August 23, 2018
MRR