

HON' BLE SRI JUSTICE SURESH KUMAR KAIT

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HON' BLE SRI JUSTICE M.S.K. JAISWAL

F.C.A.M.P.No. 1 of 2018 in F.C.A. No. 218 of 2017

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F.C.A. No. 218 of 2017

JUDGMENT:- (ORAL)

(Per Hon' ble Sri Justice Suresh Kumar Kait)

The Miscellaneous Petition is filed praying the Court to record terms of compromise arrived at by both the parties.

This appeal is directed against the order and decree dated 23.03.2017 in F.C.O.P.No. 33 of 2013 passed by the Judge, Family Court, Anantapuramu whereby the petition filed by the respondent-husband under Section 13(1) (ia) of the Hindu Marriage Act, 1956 seeking to dissolve marriage with the appellant –wife, was allowed.

However, during pendency of the appeal, the appellant-wife and the respondent-husband entered into compromise and to that effect they filed Memo of Compromise. In the terms of Compromise it is stated that the respondent-husband, in order to put a quietus to the litigation/ claims, paid in favour of the appellant an amount of Rs.18.00 lakhs (Rupees Eighteen Lakhs Only) towards full and final settlement of the appellant's claim for permanent alimony, residence, maintenance, medical expenses and other incidental expenses in the form of a Demand Draft bearing No.

975292 drawn on State Bank of India, Gaddiannaram Branch, Hyderabad.

The appellant-wife is personally present in the Court with her counsel who has identified her as the appellant. Moreover, she has produced PAN Card bearing No.ATUPA4525D issued by the Income-tax Department, Government of India. Original PAN Card is seen and returned to the appellant and its photocopy is placed on record.

The appellant – wife submits that since the dispute has been settled between her and the respondent, as per the terms of compromise, she has received the total amount of Rs.18.00 lakhs from the respondent. She further submits that all terms and conditions mentioned in the Compromise Memo have been complied with. Gold and silver items including the demand draft as mentioned in the Compromise Memo are handed over by the respondent and the same have been received by the appellant.

In view of the above, F.C.A.M.P.No. 1 of 2018 is allowed placing the terms of Compromise on record. Consequently, F.C.A.No. 218 of 2017 is disposed of in terms of the Compromise Memo filed by the parties. No order as to costs.

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

04.01.2018

SURESH KUMAR KAIT, J

bcj

M.S.K. JAISWAL, J