

THE HON'BLE SRI JUSTICE SURESH KUMAR KAIT
&
THE HON'BLE SMT JUSTICE T.RAJANI

I.A.No.1 of 2018
&
C.M.A No.237 of 2007

JUDGMENT: (per Hon'ble Sri Justice Suresh Kumar Kait)

Vide the present appeal, the appellant/husband has challenged the order, dated 21.11.2006, passed in O.P.No.354 of 2002, whereby the petition filed by the appellant under Section 13 (i) (ia) of the Hindu Marriage Act for dissolution of the marriage between the appellant and the respondent has been dismissed.

During the pendency of the present appeal, both parties filed I.A.No.1 of 2018 stating that the appellant and the respondent have entered into a compromise on the advice of the elders and well wishers. Accordingly, the appellant and the respondent have decided to settle the matter amicably in the following terms and conditions. Wife is referred to as the "First Party" and the husband is referred to as the "Second Party".

- A. The Second Party complied the order, dated 20.06.2013, made in F.C.A.No.216 of 2013 till the month of February, 2018, entire amount is paid as per the orders of the Hon'ble Court, dated 20.06.2013 and no arrears are pending till disposal of the main F.C.A. The maintenance due for the month of March and April, 2018 is relinquished by the First Party by virtue of the compromise.
- B. The First Party has agreed to give Divorce to the Second Party by accepting Rs.18,50,000/- (Rupees Eighteen lakh fifty thousand only) towards past, future maintenance and permanent alimony to her and her two children. Accordingly, the Second Party had paid the amounts in the following manner:

- (1) Five Cheques bearing Nos.438137 to 438141 each for Rs.1,00,000/- (total Rs.5 lakhs) drawn on SBI, Jaggampeta, East Godavari District issued by Rama Jyothi, Thirumalasetti.
- (2) Cheque bearing No.399942 for Rs.5,00,000/- (Rupees five lakh only) drawn on Andhra Bank, Sanjeevareddy Nagar Branch, Hyderabad issued by Bramaramba Tirumalasetti.
- (3) One Demand Draft bearing No.728342, dated 27.03.2018 for Rs.7,00,000/- (Rupees seven lakh only) drawn on SBI, Jaggampeta Branch, in favour of First Party.
- (4) Cheque bearing No.341492 for Rs.1,50,000/- (Rupees one Lakh fifty thousand only) drawn on Andhra Bank, Vidyanagar Branch, Hyderabad issued by Ganduri Nageswara Rao.

Total Rs.18,50,000/- (Rupees Eighteen Lakhs and Fifty Thousand only) towards full and final settlement of permanent alimony to the First Party and two children who are under the care and custody of the First Party and the First Party has received the same from the Second Party

- C. The First Party after receipt of the above amounts has agreed that she will not claim any maintenance/share from the properties of the Second Party if any in future, in any court of law to her and on behalf of her two children. She further agreed that she will not file any criminal cases or civil cases against the Second Party in future. Also the Second Party shall not file any criminal cases or civil cases against the First Party in future and also shall not interfere in any manner whatsoever in the peaceful living in future.
- D. Both the parties further submit that they do not have any other claims of whatsoever manner against each other in view of the settlement, as stated above. Further, the parties are at liberty to lead their lives as per their choice and taste without any interference from each other in future.

The respondent/wife is personally present in the court and received 7 cheques and one demand draft.

It is submitted by the learned counsel for the appellant/husband that some cheques are issued from the accounts of third party and he assured that all the cheques will be honoured.

We hereby make it clear that if any cheque is dishonoured, then action will be taken against the appellant/husband as per law.

Both parties have admitted the contents, terms and conditions of the compromise and in proof thereof, affixed their signatures on the compromise petition in open court.

In that view of the matter, I.A.No.1 of 2018 is allowed and the compromise is recorded. Consequently, the appeal is disposed of in terms of the compromise. No order as to costs.

Keeping in view the settlement arrived at between the parties, I.A.No.1 of 2018 is allowed and the compromise is recorded. Consequently, we hereby dissolve the marriage between the appellant and the respondent that took place on 18.03.1995.

Accordingly, the Appeal is disposed of.

Pending miscellaneous applications, if any, shall stand closed in consequence.

SURESH KUMAR KAIT,J

T.RAJANI ,J

Date: 27.04.2018
Dsr