

THE HONOURABLE SRI JUSTICE RAGHVENDRA SINGH CHAUHAN

AND

THE HONOURABLE SRI JUSTICE M.SATYANARAYANA MURTHY

F.C.A.NO.319 OF 2018

AND

I.A.NOs.1 AND 2 OF 2018

COMMON JUDGMENT: {Per the Honourable Sri Justice Raghvendra Singh Chauhan}

Mr. B. Ramprasad, the appellant, is present before this Court. He has submitted the Aadhar Card in order to substantiate his identity. He has also been identified by his counsel.

Likewise, Smt. B.Rajanipriya, the respondent, is present before this Court. She has also submitted her Aadhar Card in order to substantiate her identity. She has also been identified by her counsel.

I.A.No.1 of 2018 has been filed to allow the appeal in terms of Memorandum of Understanding by recording compromise.

I.A.No.2 of 2018 has been filed by both the parties seeking a divorce on the basis of mutual consent under Section 13 (b) of the Hindu Marriage Act. They prayed before this Court to dissolve their marriage, which was entered into on 11.03.1993, in terms of the compromise reached between them.

The learned counsel for the appellant has relied on the case of **Amardeep Singh v. Harveen Kaur**¹ in order to plead that the interim period of six months required to be given to the parties, the said requirement is not a mandatory one, but is

¹ 2017 (5) ALT (SC) 23 (D.B.)

merely directory. Therefore, this Court can grant divorce on the basis of the mutual consent even without waiting for the period of six months to be over.

Considering the fact that the parties have separated in 2001, considering the fact that the parties have entered into a memorandum of understanding, the period of six months is hereby waived.

“The terms of the compromise are reproduced as hereunder:-

1. *Both the parties to this memorandum of understanding have agreed to dissolve the marital tie between both of them by a decree of divorce by filing necessary applications duly incorporating the terms and conditions of this memorandum of understanding in the pending appeals before the Hon’ble High Court and the Metropolitan Sessions Judge’s Court, Nampally, Hyderabad for dissolution of marriage in terms of the compromise.*
2. *The party of the first part agreed to pay a lump sum amount of Rs.80,00,000/- (Rupees eighty lakhs only) altogether towards all the claims of the party of the second part including her past and future maintenance/alimony, towards the full satisfaction of all her claims and such amount is agreed to be paid as follows:*
 - (i) *An amount of Rs.10,00,000/- (Rupees ten lakhs only) at the time of hearing of compromise petitions in the pending appeals before the Hon’ble High Court by way of NEFT transfer of Rs.5,00,000/- and by way of cash of Rs.5,00,000/- before the Hon’ble High Court.*
 - (ii) *Cheque for Rs.35,00,000/- (Rupees thirty five lakhs only) in the name of the second part vide cheque No.000004, dated 17.02.2019 drawn on HDFC, Madhapur Branch, Hyderabad.*

- (iii) *Cheque for Rs.35,00,000/- (Rupees thirty five lakhs only) in the name of the second part vide cheque No.000006, dated 17.03.2019 drawn on HDFC, Madhapur Branch, Hyderabad.*
- (iv) *The party of the second part agreed to co-operate with the party of the first part to effect a compromise in the said pending appeals before the Hon'ble High Court as well as before the Sessions Court at Nampally, Hyderabad, to record such compromise in the High Court and Sessions Court, and to grant dissolution of marriage held on 11.03.1993 between the parties and to close the maintenance case in FCOP.No.128 of 2015 and DVC.No.180 of 2015/to set aside the judgment dated 12.05.2018 in FCOP.No.128 of 2015 and the judgment dated 30.08.2018 in DVC.No.180 of 2015.*
- (v) *The party of the first part agreed to pay the first phase of payment of Rs.10,00,00/- as stated above and to hand over two post dated cheques each for Rs.35,00,000/- dated 17.02.2019 and 17.03.2019 at the time of recording of compromise and the presence of both the parties before the Hon'ble High Court in connection with the above said pending appeals.*
- (vi) *The party of the second part agreed to co-operate for her attendance before the Hon'ble High Court and the Sessions Court on the convenient dates of both the parties as fixed by the Hon'ble Courts.*
- (vii) *The party of the second part is now residing in the second floor of the building which originally belonged to the father of the first part. The father of the first part is now aged 89 years and intends to sell the said property. The negotiations for sale are going on. If the negotiations completed successfully the said property will be sold by the father of the first part. As such, the party of the second part will be permitted to reside in the same second floor of the entire building till the sale of the said property.*

- (viii) *The party of the first part had agreed to pay monthly house rent for a period of four years from the date of vacation of the second floor of the building where the second party is now residing. The monthly rent will be paid by the first part to the second part at the rate of Rs.15,000/- per month for a period of four (4) years as a lump sum amount at the time of vacating the house.*
3. *Both the parties hereby agreed that each of them will not in any way interfere with the personal life of each other and both parties agreed that they shall not indulge in any activity that may disturb the personal liberty and the official functions or the career of the first part in his employment etc.*
4. *Both the parties agreed that they have no claims against each other in respect of their belongings, household articles, gold, silver, etc. Further, both the parties shall not make any claim against each other in respect of the movable and immovable assets stands in their own name.*
5. *Both the parties hereby declare that there are absolutely no claims whatsoever against each other and none of the parties to this memorandum of understanding shall be entitled to raise any dispute or claim whatsoever against the other since all such claims are hereby settled.*
6. *This memorandum of understanding is entered into by both the parties without reference to the merits or demerits of the allegations made by each party against the other and it shall not be construed to have expressed any opinion over such allegations in this memorandum of understanding.*
7. *This Deed of Memorandum of Understanding-cum-Agreement is made in two copies/parts for each of the parties hereto.”*

Since the parties have resolved their disputes, and have agreed not to create any further legal complications for each other, since the parties have agreed to the terms of compromise,

this Court is of the opinion that the marriage dated 11.03.1993 should be dissolved. It is, hereby, dissolved.

The Registry is directed to draft the decree in terms of the compromise.

I.A.Nos.1 and 2 of 2018 are hereby allowed and the appeal is, accordingly, disposed of. There shall be no order as to costs. Miscellaneous petitions, if any, pending shall stand closed.

(RAGHVENDRA SINGH CHAUHAN, J)

(M.SATYANARAYANA MURTHY, J)

20th December 2018
RRB

