

HON'BLE SRI JUSTICE U. DURGA PRASAD RAO

CrI.R.C. No.2602 of 2015

ORDER:

The 1st petitioner and his counsel Sri Chetluru Sreenivas, are present.
2nd respondent and her counsel Sri Anil Prasad Tiwari, is present. Both the parties are identified by their respective counsel.

2) This Criminal Revision Case is filed by the petitioners/respondents aggrieved by the judgment dated 23.09.2015 in DVC Appeal No.246/2015 passed by the III Additional Metropolitan Sessions Judge, Hyderabad.

3) Pending CrI.R.C, both the parties have entered into a memorandum of understanding and produced the said memorandum of understanding dated 09.11.2017 signed by both of them. The terms of said memorandum are as follows:

1) It is specifically agreed by both the parties of the present MOU that, the present MOU is being entered by them out of their free will, consent and without there being any kind of force, coercion or threat from any quarter of life and that each and every term and condition mentioned in the succeeding paragraphs shall be binding upon both of them.

2) It is specifically agreed by both the parties that, towards full and final settlement of all the claims against each other, Yadavalli Vamsi Mohan is paying an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) to Yadavalli Sri Lakshmi and Rs.5,00,000/- (Rupees Five Lakhs only) to Yadavalli Kapil Veda Vyas through two Demand Drafts separately.

- 3) *It is specifically agreed by both the parties that at first instance, Yadavalli Vamsi Mohan shall deposit both the above two Demand Drafts in the Court of Hon'ble XV Additional Chief Metropolitan Magistrate, Nampally, Hyderabad within one month from the date of present MOU, with a request to handover the said two Demand Drafts to Yadavalli Sri Lakshmi after withdrawal of all the pending cases filed by both the parties. It is also specifically agreed by both parties to initiate action for withdrawal of all cases filed by them within ten days from the date of deposit of the said two Demand Drafts.*
- 4) *It is specifically agreed by both the parties that Yadavalli Sri Lakshmi shall spend the amount of Rs.5,00,000/- (Rupees Five Lakhs only) drawn in favour of Yadavalli Kapil Veda Vyas for his education and other welfare purposes.*
- 5) *It is specifically agreed by both the parties that, pursuant to receiving the above said amounts, Yadavalli Lakshmi shall not pursue nor shall take any steps for enforcement of the Orders that she had obtained from the Hon'ble IV Metropolitan Magistrate in DVC No.263 of 2012 and shall relinquish all the rights that have accrued to her by virtue of the final orders passed in DVC No.263 of 2012.*
- 6) *It is specifically agreed by both the parties that, Yadavalli Sri Lakshmi shall withdraw the Crl.M.P.No.1039/2017 filed before the Hon'ble IV Metropolitan Magistrate, City Criminal Courts, at Erramanzil, Hyderabad and shall not claim the amounts due in terms of Hon'ble High Court order dated 04-11-2015 in Crl.R.C.No.2602/2015 from May, 2016 onwards.*
- 7) *It is specifically agreed by both the parties that, Yadavalli Sri Lakshmi shall withdraw both the Criminal Complaints vide C.C.No.1214 of 2010 & C.C.No.80 of 2012 on the file of Hon'ble*

XV Additional Chief Metropolitan Magistrate, at Nampally, Hyderabad.

- 8) It is specifically agreed by both the parties that, Yadavalli Vamsi Mohan shall withdraw the Crl.R.C.No.2602 of 2015 filed by him before the Hon'ble High Court of Judicature for the states of Telangana & Andhra Pradesh, at Hyderabad, on the strength of the present MOU.*
- 9) It is specifically agreed by both the parties that, Yadavalli Vamsi Mohan shall withdraw the FCA No.95 of 2016 filed by him before the Hon'ble High Court of Judicature for the states of Telangana & Andhra Pradesh, at Hyderabad.*
- 10) It is specifically agreed by both the parties for Divorce by Mutual Consent without any allegations against each other. It is specifically agreed by both the parties that Yadavalli Sri Lakshmi shall assist Yadavalli Vamsi Mohan for the Divorce by Mutual Consent.*
- 11) It is specifically agreed by both the parties that custody of the minor child Yadavalli Kapil Veda Vyas shall be permanently with his natural mother Yadavalli Sri Lakshmi only and Yadavalli Vamsi Mohan voluntarily agreed that under no circumstances he will file any petition for any visitation rights or custody of the child in future. It is specifically agreed by both the parties to seek for an order to this effect in the petition for Divorce by Mutual Consent.*
- 12) It is specifically agreed by both the parties that, they shall not file any petitions or appeals or any other sort of applications before any of the Hon'ble Courts under any other provisions of law against each other with respect to the cause of action that has arisen from the date of marriage till the date of present MOU.*

- 13) *It is specifically agreed by both the parties that, pursuant to payment/receiving the above said full and final settlement amounts and after withdrawing all the complaints, both the parties are relieved of each other and there shall not be any sort of claims/counter claims against each other out of the cause of action that has arisen out of their marriage.*
- 14) *It is specifically agreed by both the parties that, the above amounts paid by Yadavalli Vamsi Mohan shall be towards full and final settlement of all the claims of Yadavalli Sri Lakshmi, including the claim of permanent alimony. Yadavalli Sri Lakshmi shall not claim any permanent alimony or monthly maintenance for herself or for the minor child from Yadavalli Vamsi Mohan.*
- 15) *It is specifically agreed by both the parties that, neither of the party shall interfere with the peaceful life of the other party from the date of present MOU and in case if either of the party interferes with the other person's life, directly or indirectly or violate any terms of this MOU, then the other person shall have right to file appropriate legal proceedings against the other party for such offence/mistake committed by him/her.*
- 16) *It is specifically agreed by both the parties that, from the date of the present MOU and pursuant to withdrawal of all the cases including obtaining Divorce by Mutual Consent from the competent court of Law, both the parties are relieved of each other and shall have complete rights to re-marry persons of their choice and the other party shall have no right of what so ever in nature in interfere in such marriage of the other party.*
- 17) *It is specifically agreed by both the parties that, the present MOU shall be obtained on sufficient number of copies, thereby enabling the parties to present the said document in all the courts before which cases are pending, in order to substantiate the permanent understanding that has been arrived between the*

parties and each of the said document shall be an original for practical purposes and both the parties shall also retain each one original MOU with them, for all future references, in cases of there being any sort of non-adherence to the terms and conditions of the present MOU.

4) Now both the parties request this Court to record the compromise in the light of above terms of Memorandum of Understanding and consequently allow the Crl.R.C by setting aside the judgment in DVC Appeal No.46/2015 on the file of III Additional Metropolitan Sessions Judge, Hyderabad.

5) On personal enquiry by this Court, both the parties have admitted the terms of compromise of the Memorandum of Understanding.

6) In view of the same, this Criminal Revision Case is allowed in terms of the aforesaid MOU and consequently, the judgment dated in DVC Appeal No.246/2015 on the file of III Additional Metropolitan Sessions Judge, Hyderabad is set aside.

As a sequel, miscellaneous petitions if any pending, shall stand closed.

U. DURGA PRASAD RAO, J

Date: 08.02.2018

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