

* HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

+ F.C.A. No.334 of 2018

% Date: 15-11-2018

P.Srinivas Swami S/o Pandu Swami, Aged 42 years,
Occ: Attender, Vivekananda Education Society
Institute of Management Studies and Research,
Collector Colony, Mumbai, Maharashtra
... Appellant/Respondent
Vs.

\$ 1. Smt. P.Laxmi W/o Srinivas Swami,
D/o Late Pasupula Jagannadham, Aged 34 years,
R/o 12-1-614/57, Asifnagar, Hyderabad
2. Master P.Somesh Swami S/o Srinivas Swami,
Aged 11 years
3. Master P.Sumith Swami S/o Srinivas Swami,
Aged 10 years
(R.2 & R.3 are being minors represented by their mother R.1)
... Respondents/Petitioners

! Counsel for appellant: Mr. K.Jyothi Prasad

Counsel for Respondents: Mr. N.Srihari

< Gist:

> Head Note:

? Cases referred:
Nil.

HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
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Judgment: (per V.Ramasubramanian, J.)

The appeal arises out of an order passed by the Family Court under the Hindu Adoption and Maintenance Act, 1956, directing the husband to pay maintenance to the wife and two children, both past and future.

2. Heard the learned counsel on both sides.

3. During the pendency of the appeal, the parties have entered into a compromise. The Joint Memorandum of Compromise reads as follows:

“This Joint Memorandum of Compromise is executed by both the parties as per the amicable settlement notwithstanding the findings in FCOP No.1817 of 2014, dated 01-6-2018, on the file of the Judge, Family Court, at Hyderabad, on the following terms and conditions:

1. That, the appellant shall pay a consolidated amount of Rs.2,50,000/- (Rupees two lakhs and fifty thousand only) towards full and final settlement of the arrears of maintenance i.e. from 01-12-2014 to 31-5-2018. Further agreed to pay the future maintenance at the rate of Rs.2,500/- per month each to the respondents 1 to 3 from 01-6-2018. The first respondent on her behalf and on behalf of the respondents 2 and 3 agreed for such compromise.

2. That, the appellant obtained D.D.No.423025, dated 09-11-2018, drawn on State Bank of India, Neral Branch for Rs.2,50,000/- (Rupees two lakhs and fifty thousand only) towards full and final settlement of the arrears of maintenance as detailed above and another D.D.No.423024, dated 09-11-2018, drawn on State Bank of India, Neral Branch for Rs.45,000/- (Rupees forty five thousand only) in favour of the first respondent herein.

3. That, the appellant further agreed to pay future monthly maintenance at the same rate of Rs.2,500/- each to the respondents 1 to 3 by 10th of every succeeding month with effect from 01-12-2018 to the credit of Savings Bank Account No.085410100169489, Andhra Bank, Mehdipatnam Branch, Hyderabad which stands in the name of the first respondent.

4. That, the appellant further agreed that the respondents are at liberty to proceed against him if he failed to comply with the terms of compromise particularly the payment of future maintenance at the rate of Rs.2,500/- per month to the each respondent as agreed.

5. That, the parties hereto admit and confirm that, in view of the above terms of compromise, the aspect of maintenance between the appellant and the respondents 1 to 3 stands settled to the full satisfaction, leaving no claim or counter claim against each other.

6. That, the parties hereto pray this Hon'ble Court to record the compromise and to allow the FCA by passing a decree and order in terms thereof and parties hereto shall bear their own costs.

Dated: 14-11-2018

Sd/-
Counsel for appellant

Sd/-
Appellant

Sd/-
First Respondent

Sd/-
Respondents 2 & 3
(being minors represented
by their mother/first respondent

Sd/-
Counsel for respondents 1 to 3"

4. The parties were present in Court. Their identities were verified. Both of them confirmed the terms of the compromise. As per the terms of the compromise, two Bankers Cheques, one for a sum of Rs.2,50,000/- (Rupees two lakhs and fifty thousand only) and another for a sum of Rs.45,000/- (Rupees forty five thousand only) were handed over to the wife in Court.

5. In view of the above, the appeal is allowed, the judgment and decree of the Family Court shall stand modified and there will be a decree in terms of the Joint Memorandum of Compromise extracted above. Pending applications, if any, shall stand closed. No costs.

V.RAMASUBRAMANIAN, J.

J.UMA DEVI, J.

15th November, 2018.
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HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

F.C.A. No.334 of 2018
(per VRS, J.)



15th November, 2018.
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