

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

**THE HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN
AND
THE HON'BLE SRI JUSTICE D.V.S.S. SOMAYAJULU**

FAMILY COURT APPEAL No.171 OF 2014

Date:06.11.2018

Between:

Cheepinapi Rajesh Babu S/o.Cheepinapi Venkateswaralu,
Aged about 34 years, R/o.Flat no.103, Divya Shakti Bhavan
Apartment, Srinivas Colony, Opp: Saradhi Studios,
Ameerpet, Hyderabad.

... Appellant

v.

Kotta Kalyani W/o.Cheepinapi Rajesh Babu,
Age about 30 years, R/o.Flat No.106, Windsor Place
Apartments, Miyapur, Hyderabad.

.. Respondent

For Appellant : Mr. Madhava RAo Nalluri

For Respondent : Mr. M. Chalapathi Rao

Gist :

Head Note :

Cases Referred : Nil

C/15

HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

AND

THE HON'BLE SRI JUSTICE D.V.S.S. SOMAYAJULU

FAMILY COURT APPEAL No.171 of 2014

JUDGMENT: *(Per V. Ramasubramanian, J)*

This appeal is filed by the husband challenging the dismissal of a petition filed by him for the dissolution of marriage on the ground of mental cruelty.

2. During the pendency of the appeal, both parties have entered into a compromise. It appears from the memo of compromise that the marriage was solemnized on 05.12.2008. The couple have no children born in the wedlock. Within two years of the marriage, disputes arose between the parties forcing the husband/appellant to file a petition for dissolution of marriage in FCOP No.551 of 2010. It was dismissed by the Family Court forcing the husband to come up with the above appeal.

3. The above appeal has been pending on the file of this Court for the past four years. During this period, the parties have entered into a memo of compromise. The memo of compromise reads as follows:

“1. It is humbly submitted that the Appellant as Petitioner filed FCOP 551/2010 on the file of the Judge, Family Court at Secunderabd against the Respondent U/Sec.13(1)(1a) of Hindu Marriage Act for dissolution of their marriage that was solemnized on 05.12.2008 at TTD Kalyana Mandapam, Ongole, Prakasam District as per Hindu Customs and Rites on the ground of mental cruelty, the irretrievable breakdown of marriage and that there was no chances of

rapprochement between the couple. The couple was not blessed with any child.

2. The Respondent filed Counter stating tat she did not commit any act of cruelty that the trouble arose on account of the behaviour of her in-laws who instigated her husband to file the said application and that she is ready and willing to lead marital life with her husband.

3. Considering the oral and documentary evidence brought on record and hearing the arguments of both sides, the Court below dismissed the application filed by the Appellant for dissolution of his marriage with the Respondent by its order dated 10.06.2014, against which the present F.C.A. No.171/2014 is filed by the Appellant, which is pending adjudication before this Hon'ble Court.

4. While so, during the pendency of the Family Court appeal, at the intervention and on the persuasion of the well-wishers and elders, considering the employment and earnings of the Parties and their social status, the Appellant and Respondent entered into a compromise, in which the Appellant / Husband is described as First Party and the Respondent / wife as Second Party.

The terms of the Compromise are narrated hereunder:

- i) Both the First Party and Second Party agree to dissolve their marriage that was solemnized on 05.12.08.2008 at TTD Kalyana Mandapam, Ongole, Prakasam District.
- ii) The Second Party agrees and ahs no objection for allowing the appeal filed by the First Party by setting-aside the order and decree dated 10.06.2014 passed by the Judge, Family Court at Secunderabad. Both the Parties agree to get their marriage dissolved by a Decree of Divorce that was solemnized on 05.12.2008 at TTD Kalyana Mandapam, Ongole.
- iii) The First Party (Husband) agrees to pay a sum of Rs.2.00Lakhs (Rupees Two Lakhs) to the Second Party (Wife) towards full and final settlement of her claim towards permanent alimony, residence, Medical expenses and all other incidental expenses. The above amount of Rs.2.00 lakhs being proper and sufficient under law is herewith paid in the form of a

Demand Draft bearing No.956239, dated 01.11.2018 for Rs.2.00 lakhs drawn on State Bank of India, Ongole, in favour “Kotta Kalyani” (Second Party) in full quits of all claims by her and the above Demand Draft is herewith handed over to the Second Party by the First Party before this Hon’ble Court.

- iv) The Second Party undertakes that she shall not make any further claim for maintenance on the ground that there are\ change of circumstances in the financial position of the First Party.
- v) On recording of the compromise, the First Party and the Second Party do not have any right or claim over the person or property of the other and both Parties agree to live and lead one’s own independent life without causing any trouble / inconvenience / disturbance to the other party. Both the Parties decided to live separately and agree not to interfere with the life of the other party.
- vi) Both the Parties agree and voluntarily consent that the above terms and conditions mentioned in the Compromise Memo are in the interest of both the Parties and thereby appended their signatures voluntarily having understood the contents mentioned therein and the consequences thereof.
- vii) The above clauses are inter-dependent and supplementary to one another.
- viii) Both the parties agree to bear their own costs of the litigation throughout.”

4. As per the Memo of Compromise, the respondent/wife has received a sum of Rs.2,00,000/-. The parties have affirmed that there are no further or other claims against each other.

5. Though the dissolution of marriage was sought on the ground of cruelty and the Court below found that there was no

evidence to establish cruelty, what stands established at least is the factum of desertion.

6. Therefore, the appeal is allowed, the judgment decree of the Family Court, Secunderabad, are set aside and there will be a decree of dissolution of marriage on the ground of desertion.

As a sequel thereto, miscellaneous petitions, if any pending, shall stand dismissed. No order as to costs.

V. RAMASUBRAMANIAN, J

D.V. SOMAYAJULU, J

November 06, 2018

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