

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No. 535 of 2018

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Amit Raj son of Sheo Shankar Singh, resident of Village- Nipran, P.O. Masaurha, Police Station- Durgawati, District- Kaimur (Bhabua).

... .. Petitioner/Appellant

Versus

Sadhana Kumari W/o Amit Raj, D/o Baban Singh, resident of Village- Nipran, P.O. Masaurha, Police Station- Durgawati, District- Kaimur (Bhabua), at present residing at Village- Lalapur (Kudra), Police Station- Kudra, District- Kaimur (Bhabua).

... .. Opposite Party/Respondent

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Appearance :

For the Appellant/s : Mr. Jitendra Prasad Singh, Advocate
For the Respondent/s : Mr. Pawan Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE HEMANT KUMAR SRIVASTAVA

and

HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE HEMANT KUMAR SRIVASTAVA)

Date : 09-12-2019

Heard Sri Jitendra Prasad Singh, learned counsel appearing for the appellant and Sri Pawan Kumar Singh, learned counsel appearing for the respondent.

2. The appellant has preferred this appeal under Section 19(1) of the Family Courts Act, 1984 against the Judgment dated 17-04-2018 passed by learned Principal Judge, Family Court, Bhabua in Matrimonial Suit No. 186 of 2014, by which and whereunder, he dismissed the aforesaid suit filed on behalf of the appellant under Section 13 of the Hindu Marriage Act, 1955 for dissolution of his marriage with respondent/Sadhana Kumari.



3. During pendency of this appeal, this Court referred the matter to the Mediation and Conciliation Centre of Patna High Court Legal Services Committee at the request of both the parties. The learned Mediator took pain to resolve the dispute of the parties and finally, succeeded to resolve the dispute of the parties and both the parties executed an agreement dated 02-12-2019, duly signed by the parties, before the learned Mediator, which has been attached with the report of Mediator dated 08-12-2019 (Flag 'Z1').

4. The perusal of agreement dated 02-12-2019 goes to show that the appellant agreed to pay a sum of Rs. 14,00,000/- (Fourteen lacs) to respondent in installments in five months and the first installment of Rs. 3,00,000/- (Three lacs) was given to respondent/wife by way of Cheque No. 839227 and the remaining amount was agreed to pay on various dates, as mentioned in the agreement itself. Furthermore, the parties agreed to get disposed all cases pending between them taking appropriate steps and also agreed to get their marriage dissolved.

5. In view of aforesaid agreement, the marriage of appellant as well as respondent is dissolved by a decree of divorce and accordingly, the impugned judgment is set aside, in view of the agreement dated 02-12-2019 arrived at between the parties.



6. However, it is made clear that if any party violates the terms and conditions of the agreement dated 02-12-2019, the aggrieved party shall have right to make prayer before this Court for revival of this appeal or to take steps against other party in accordance with law.

7. In the aforesaid manner, this appeal stands disposed of with condition that the agreement dated 02-12-2019 shall be part of decree. Accordingly, the decree be prepared. Both parties shall bear the cost of litigation.

(Hemant Kumar Srivastava, J.)

(Prabhat Kumar Singh, J.)

Anay

AFR/NAFR	NAFR
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