

High Court for the State of Telangana

The Hon'ble The Chief Justice Sri Raghvendra Singh Chauhan

and

The Hon'ble Sri Justice A. Abhishek Reddy

I.A. Nos. 1 to 4 of 2019 in/& F.C.A. No. 28 of 2019

Date: 24-12-2019

Between:

Katikireddy Harinath Yadav

...Appellant

And

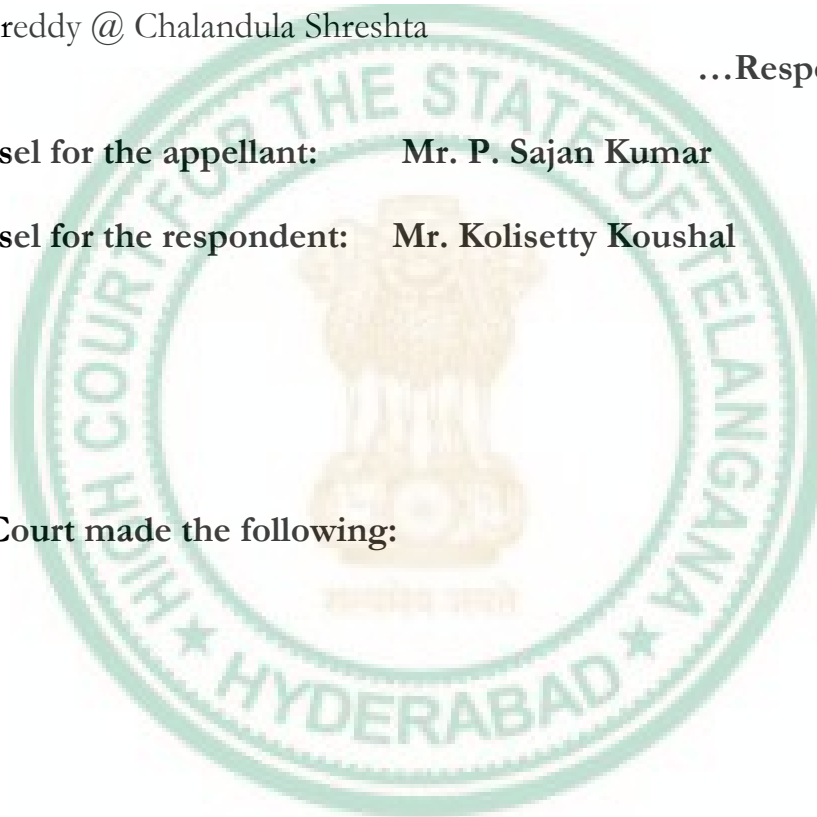
Katikireddy @ Chalandula Shreshta

...Respondent

Counsel for the appellant: Mr. P. Sajan Kumar

Counsel for the respondent: Mr. Kolisetty Koushal

The Court made the following:



Common Judgment: (per Hon'ble The Chief Justice Sri Raghvendra Singh Chauhan)

On 05-12-2019, the appellant, Mr. Katikereddy Harinath Yadav, and the respondent, Mrs. Katikereddy @ Chalandula Shreshtra, were present before this Court. In order to establish their identity, they had submitted their aadhar cards. This Court had dispensed with their appearance before this Court on future dates.

The appellant-husband has challenged the legality of the order dated 22-11-2018, passed by the Judge, Family Court – cum- Additional District & Sessions Judge at Karimnagar, whereby the learned Judge has dismissed the divorce petition, *namely* F.C.O.P. No. 20 of 2015, filed by him.

However, during the pendency of the present appeal, the parties have entered into a compromise. The parties have filed I.A. No. 2 of 2019 for recording the compromise between them. The memorandum of compromise has been produced before this Court in the I.A. No. 1 of 2019. The terms of compromise are as under:

WHEREAS the first party and the second party are legally wedded spouses and out of the wedlock no children are begotten by both the parties.

WHEREAS the second party who filed a interim maintenance petition before the Hon'ble Family Court-cum-Additional District Judge,

Karimnagar vide Cr.M.P.No.77/2015 in M.C.No.18 of 2015 and the said petition is allowed by the Hon'ble Court. The first party preferred an appeal to the Hon'ble High Court vide Crl.R.C. No.2928 of 2015 the same is pending.

WHEREAS the First party who filed a divorce petition against the second party on the file of Family Court-cum-Addl.Dist. Judge, Karimnagar under section 13(1)(ia) of Hindu Marriage Act vide F.C.O.P.No.20 of 2015, the said petition was dismissed by the Hon'ble Court aggrieved by the same the first party preferred an appeal before the Hon'ble High Court, the same is pending vide F.C.A. No.28 of 2019.

WHEREAS the second party who filed a Maintenance petition before the Hon'ble Family court-cum-Addl. Dist. Judge Karimnagar vide M.C.No.18 of 2015 and the said petition is allowed by the Hon'ble Court. The first party preferred an appeal to the Hon'ble High Court vide Crl.R.C.No.139 of 2019, the same is pending.

WHEREAS the second party filed a petition U/s.9 of Hindu Marriage Act on the file of Family Court-cum-Addl. Dist. Judge, Karimnagar against the First party for restitution of conjugal rights vide F.C.O.P.No.11 of 2018 and the same is pending before the Hon'ble Court.

WHEREAS at this stage out of the intervention of elders from both sides the parties herein intended to dissolve the marriage by way of divorce. As the parties are living separately for the past five years. At this stage, there is no possibility of any reconciliation.

The First party agreed to pay an amount of Rs.8,00,000/- (Rupees Eight lakhs rupees only) as permanent alimony to the second party out of Rs.8,00,000/-. The first party agreed to pay a demand draft Rs.5,00,000/- AND agreed to handover to the second party at the time of executing signatures on the compromise petition. Further the first party also agreed to pay the remaining amount of Rs.3,00,000/- by way of Demand Draft and agreed to handover to the second party at the time of recording of compromise before the Hon'ble High Court.

The first party agreed to pay Demand Draft bearing No.670124 dated 11-10-2019 issued by Branch Manager, State Bank of India, Branch Tower Circle, Karimnagar for Rs.5,00,000/- drawn by Sri Katikireddy Buchanna, F/o.Katikireddy Harinath Yadav as a part payment in the above settlement amount and agreed to handover to the second party at the time of executing signatures of the compromise petition and the remaining amount of Rs.3,00,000/- shall be paid at the time of recording of compromise vide Demand Draft bearing No.670123 Dated:11-10-2019 issued by Branch Manager, State Bank of India, Branch Tower Circle, Karimnagar for Rs.3,00,000/- drawn by Sri Katikireddy Buchanna, F/o.Katikireddy Harinath Yadav and agreed to handover to second party at the time of recording of compromise before this Hon'ble High Court. The second party also agreed to said proposal.

The First party also agreed to withdraw the Crl.R.C.No.2928 of 2015 is pending before the Hon'ble High Court.

The Second party also agreed to compromise the Crl.R.C.No.139 of 2019 pending before the Hon'ble High Court.

The Second party also agreed to withdraw the F.C.O.P. No.11 of 2018 pending before the Hon'ble Family Court-cum-Addl.Dist. Judge, Karimnagar.

First party and Second party has agreed to attend the Hon'ble High Court of Telangana, Hyderabad on the date of listing the cases to record compromise without any objection or doubt and if any fails to stick on the above conditions, the other party is liberty to file criminal cases for violations of the above conditions and cheating if any.

The parties have also filed IA. No. 3 of 2019 for dispensing with the mandatory period of six months prescribed under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act'). Considering the fact that the parties have parted their ways many years ago, considering the fact that there is no

possibility of any reconciliation between them, the statutory period of six months is, hereby, dispensed with.

The parties have also filed I.A. No. 4 of 2019 under Section 13-B (1) of the Act for seeking divorce on mutual consent. Since the parties have already entered into a compromise as mentioned hereinabove, their marriage solemnised on 06-01-2013, is, hereby, dissolved.

IA. Nos. 1 and 2 of 2019 are allowed. The memorandum of compromise annexed to I.A. No. 1 of 2019 shall be taken on record. The appeal is, accordingly, allowed in terms of the memorandum of compromise.

Therefore, the Registry is directed to draw a decree of divorce in terms of the compromise mentioned hereinabove.

As a sequel, miscellaneous petitions, pending if any, stand dismissed as infructuous.

(Raghvendra Singh Chauhan, CJ)

(A. Abhishek Reddy, J)

Dt: 24-12-2019
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