

HIGH COURT FOR THE STATE OF TELANGANA

**THE HON'BLE THE ACTING CHIEF JUSTICE
RAGHVENDRA SINGH CHAUHAN
AND**

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

**I.A.Nos.1, 2 and 3 of 2019
IN/AND
F.C.A.No.204 of 2017**

Date: 23.04.2019

Between:

Purnima Rani Kaijam

...Appellant

and

Balaji Ankem

...Respondent

Counsel for the appellant: Mrs. Deepika Gadde

Counsel for the respondent: Mr.Katta Shiva Kumar

Mr. Balaji Ankem (party-in-person)

The Court made the following:

Common Judgment: *(per the Hon'ble the Acting Chief Justice Raghvendra Singh Chauhan)*

Mrs.Purnima Rani Kanijam, the appellant, and Mr.Balaji Ankem, the respondent, are present before this Court. Both of them have submitted their Aadhar cards before this Court in order to establish their respective identities. They have also been identified by their respective counsel.

Both the parties are *ad idem* that they have entered into Compromise. They filed I.A.No.1 of 2019 to record the compromise in terms of the compromise Memo, and to set aside the order and decree dated 16.05.2017, passed by the learned Judge, Family Court at L.B. Nagar, Ranga Reddy District, in F.C.O.P.No.1500 of 2013; I.A.No.2 of 2019 to permit them to amend the prayer in the appeal; I.A.No.3 of 2019 to amend the provision of law and to grant divorce by mutual consent.

Memorandum of Understanding, dated 09.03.2019, has been submitted before this Court along with I.A.No.1 of 2019. The terms of the said Memorandum of Understanding read as under:

"1) That the respondent herein agreed for setting aside of the order and decree dated 16.05.2017 in F.C.O.P.No.1500 of 2013 passed by the Judge, Family Court at Ranga Reddy District and agreed for divorce through mutual consent.

2) That in view of the above settlement the respondent agreed that permanent custody of the minor child is given the appellant till she attains majority subject to visitation rights as mentioned in the MOU dated 09.03.2019.

3) Both the parties agree to withdraw the allegations made against each other and agreed not file any cases against each other and their family members.

4) That the respondent agreed to pay an amount of Rs.20,00,000/- towards full and final settlement to appellant and her daughter and the Appellant agreed that

out of Rs.20,00,000/- an amount of Rs.15,00,000/- will be kept in the Fixed Deposit in the name of minor child Vasumathi Ankem as a Guardian for a period of 10 years and agreed to not to break the amount and the respondent has already purchased three demand drafts each for Rs.5,00,000/- in the name of minor child Vasumathi Ankem vide No.006457 dated 15.03.2017 drawn on Axis Bank Satyanarayana puram Branch, D.D.No.030321 dated 26.03.2019 drawn on Axis Bank, Suryaraopet Branch, D.D.No.030323 dated 27.03.2019 drawn on Axis Bank, Suryaraopet Branch totaling to Rs.15,00,000/- and a demand draft for an amount of Rs.5,00,000/- vide D.D.No.006464 dated 11.03.2019 drawn on Axis Bank, Satyanarayanapuram, Vijayawada in the name of the Appellant and all the 4 demand drafts were deposited before the Judge, Family Court at Vijayawada along with Memo showing updated payment schedule.

5) Both the parties agreed to withdraw the cases filed against each other. That both the petitioners and the respondents hereby declare that there is no collusion, correction or fraud against the parties in entering into the Memorandum of Understanding and both the parties have signed this document with their free will and consent.”

The terms of the Memorandum of Understanding, dated 09.03.2019, which is filed along with I.A.No.3 of 2019, read as under:

“1) It is hereby agreed that the First Party (Wife) & Third Party (husband) should appear before the Hon’ble High Court of Telangana and take the mutual consent divorce in F.C.A.No.204/2017 by submitting this MoU.

2) It is hereby agreed that the permanent custody of the minor girl child (Second Party) is given to the mother (First Party). Henceforth the mother Purnima Rani Kanijam (First Party) is appointed as guardian of the daughter Vasumathi Ankem (Second Party) until the child attain the age of majority.

3) It is hereby agreed that all the parties (including family members) withdraw all the allegations against each other and they will not file any fresh civil or criminal case

against each other or against the opponent's family members with respect to their past, present and future marital relationship under existing laws or future laws.

4) It is hereby agreed that the Third Party (husband) shall pay an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) which is full and final settlement and there will be no future claims by first party or Second Party towards permanent alimony or maintenance. The Third Party agrees to Pay Rs.5,00,000/- (Five Lakhs) towards the First Party as full and Final settlement and Rs.15,00,000/- (Fifteen Lakhs) towards the Second Party as full and final settlement and the details of payment will be as follows:

(i) The Third Party agrees to give the amount of Rs.5,00,000/- (Five Lakhs) to the First Party in the form of Demand Draft.

(ii) The Third Party agrees to open Fixed Deposit for an amount of Rs.15,00,000/- (Fifteen Lakhs) in the name of the Second Party under the guardianship of First Party for the Period of Ten (10) years. Guardian can withdraw the interest for every three months towards maintenance. The Fixed Deposit should not break at any point of time by the First Party (Guardian) at any circumstance before its term completion.

5) It is hereby agreed that both parties should withdraw all the cases filed by each other within four (4) weeks from the date of signing this MoU. Both parties shall have no right either to reopen or to restore or file fresh cases against each other after conclusion of the below cases in the court of law pursuant to signing of this MoU.

List of cases to be closed and co-operated by the

First Party:

- (i) Divorce appeal vide F.C.A.No.204/2017 on the file of Hon'ble High Court of Telangana.*
- (ii) D.V.C.No.44/2017 on the file of First Additional Chief Metropolitan Magistrate Judge.*
- (iii) O.S.No.472/2015 on the file of VII Additional District and Sessions Judge.*
- (iv) M.C.No.177/2017 on the file of Family cum IV Additional District & Sessions Court Judge.*

- (v) Quash of CC No.868/2018 on the file of IV ACMM, Vijayawada before the Hon'ble High Court of A.P.

List of cases to be closed and co-operated by the

Third Party:

- (i) G.W.O.P.No.1022/2015 on the file of Family-cum-IV Additional District & Sessions Court Judge.
- (ii) C.R.P.No.2826/2017 on the file of Hon'ble High Court of A.P.
- (iii) CC.SR.Nos.9449/2015, 9771/2015 and 6408/2016 before the Hon'ble High Court of Telangana.
- (iv) CRLP No.12294/2017 on the file of Hon'ble High Court of Telangana.
- (v) C.C.No.104/2016 on the file of XIX Metropolitan Magistrate Judge, Cyberabad, Kukatpally.
- (vi) CrI.M.P.No.2234/2018 on the file of II Addl. District Judge, Vijayawada.

Payment Schedule:

1. Five Lakhs Demand Draft will be handed over to the First Party upon closure of DVC 44/2017, MC 177/17, O.S.472/2015 by the First Party and CrI.M.P.No.2234/2018, C.R.P.No.2826/2017, C.C.SR.No.9449/2015, 9771/2015 and 6408/2016.
2. Fifteen lakhs Fixed Deposit will be handed over upon closure of F.C.A.204/2017.

Third Party will close the C.C.104/2016 and GWOP 1022/2015 upon closure of FCA 204/2017. Subsequently First Party will close C.C 868/2018 on the file of IV ACMM, Vijayawada.

6. It is hereby agreed that the minor child Vasumathi Ankem (Second Party) access will be given on Skype Video Call to the Third Party (Father) on every month first Sunday morning 8 A.M. to 9 A.M. It not possible on the mentioned time, it will be provided on the same day at different time which will be informed via skype message to the Third

Party on his Skype ID:narayanayatikrupa. Second Party's **SKYPE ID:** vasumathi.2010@outlook.com. The child access via skype will be in force from 7th April, 2019.

7) It is hereby agreed that all the parties herein have agreed to cooperate with each other and shall not create any hurdles to each other in affecting the compromise terms in closing the cases.

8) It is hereby agreed that all the Parties shall not interfere with the day to day affairs of each other and shall lead their independent lives in future without creating disturbance to each other with common understanding for a peaceful future living.

9) It is hereby agreed that this agreement essentially ends all legal tethers between the First Party, Second Party and the Third Party, witch means that the First Party and Second Party is being dealt with by the Third Party for the last and final time in their lifetime except as provided in the agreement.

10) It is hereby agreed that all the partiers hereby confirm that there are no other claims whatsoever against each other pertaining to personal belongings, articles, clothes, jewelry, and gold etc. All the parties agree that there are no exchanges pending between them.

11) It is hereby agreed that all the parties hereby undertake that they will cooperate with each other in withdrawing all the cases as per the terms of this agreement. The parties shall have no right either to reopen or to restore or to file fresh cases against each other after conclusion of the above cases in the court of law pursuant to signing of this agreement.

12) It is hereby agreed by these parties that whatever is written in this agreement cannot be used in the pending cases in case agreement does not attain finality.

13) It is hereby agreed by all the parties that they will not tell anything bad about the other party or by their relatives to the daughter Vasumathi.

14) It is hereby agreed that upon signing this document, the parties should bind over to this MoU and execute at the earliest. **If any party not complying with this MOU, legal proceedings can be initiated by the other party.**

15) In view of the above mentioned consent terms, the First Party and Second Party shall not claim any maintenance or permanent alimony whatsoever in future against the Third Party or his family members. So also the Third Party shall not claim any maintenance or permanent alimony whatsoever from the First Party in future or from her family members. The First Party and Second Party shall not make any claim whatsoever in future against the Third Party or his family members in any Court of law nor file any civil or criminal case either on the movable or immovable properties. Likewise the Third Party shall not make any claim whatsoever in future against the First Party or family members in any Court of law either on the movable or immovable properties.”

The parties have also filed an application under Section 13-B of the Hindu Marriage Act, 1955. Since the parties have separated from each other over a long period of time, the statutory period of six months is, hereby, dispensed with.

Therefore, the marriage solemnized between the appellant and the respondent on 17.04.2006 is, hereby, dissolved.

Accordingly, I.A.Nos.1, 2 and 3 of 2019 are allowed, and this appeal stands disposed of.

The Registry is directed to draw up the decree in terms of the compromise mentioned herein above.

(RAGHVENDRA SINGH CHAUHAN, ACJ)

(A.RAJASHEKER REDDY, J)

Date: 23.04.2019
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