

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.No.1 of 2019
IN/AND
F.C.A.No.343 of 2018**

Date: 23.04.2019

Between:

Sanjay Kumar Sharma

...Appellant

and

Smt. Esha Sharma

...Respondent

Counsel for the appellant: Ms. T. Pradyumna Kumar Reddy

Counsel for the respondent: Mr. Sharad Sanghi

The Court made the following:

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

Mr.Sanjay Kumar Sharma, the appellant, and Mrs.Esha Sharma, the respondent, are present before this Court. Mr.Sanjay Kumar Sharma has submitted his voter's I.D. issued by the Election Commission of India in order to establish his identity. Similarly, Mrs.Esha Sharma has submitted her Aadhar card in order to prove her identity. They have also been identified by their respective counsel. Both the parties are *ad idem* that they have entered into a Memorandum of Understanding.

The Memorandum of Understanding has been submitted before this Court along with I.A.No.1 of 2019. The same shall be taken on record. The terms of the said Memorandum of Understanding read as under:

"1) The first party are agreed to pay an amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) for both the children and Second Party by name Trilok Sharma, Aashe Sharma and Esha Sharma respectively in the form of D.D, drawn on Mahesh Bank in favour of Trilok Sharma amount of Rs.9,80,000/- DD No.026172 and FDR No.916718 amount of Rs.19,933/- DD drawn in favour of Aashe Sharma amount of Rs.10,00,000/- No.026171, and DD drawn in favour of Esha Sharma amount of Rs.10,00,000/- DD No.026170 respectively and that the second party will not claim any alimony from the first part in future.

2) The Party No.1 of the first part have agreed not to claim any visitation rights to meet the children and not to claim the custody of the children.

3) The Second party agreed and accepted that she will withdrew all the criminal cases against the first part i.e., Vide C.C.No.405 of 2011 on the file of the Hon'ble XIII Additional Chief Metropolitan Magistrate, at Hyderabad,

the said criminal case the first part convicted, aggrieved by the said order the first part filed an appeal vide Criminal Appeal No.1292 of 2018 and the said appeal is pending, the said case No.Crl.P.No.12831 of 2010 on the file of Hon'ble High Court and also filed vide C.C.No.715 of 2014 on the file of VIII Additional Chief Metropolitan Magistrate at Hyderabad, in the said case also the first part were convicted and imposed fine against the said order second party filed an M.P.No.483 of 2019 on the file of M.S.J. at Hyderabad, the said appeal is pending, the said case No.Crlp.No.1052 of 2016 on the file of Hon'ble High Court, Second Party also filed a criminal case vide Crime No.27 of 2011 now it is converted as PRC No.12 of 2017 on the file of XVI Additional Chief Metropolitan Magistrate at Hyderabad the said case is pending, the said case No.Crl.Rc.No.1658 of 2017 on the file of Hon'ble High Court and also filed a Domestic Violence Case vide DVC No.65 of 2017 on the file of Hon'ble IV Additional Chief Metropolitan Magistrate at Hyderabad the said case is pending, the said case No.Crl.P.No.4924 of 2017 on the file of Hon'ble High Court filed by her against the first part, if required she will file necessary petitions or papers before the courts to record the compromise so that the cases filed by her can be withdrawn.

4) That both the parties agreed and the second party will co-operate with the party No.1 of the first part in obtaining a divorce by filing compromise petition before the Hon'ble High Court in Appeal No.FCA 343 of 2018 or by way of filing Mutual consent divorce before the family court.

5) The second party agreed that in future she will not claim any properties movable and immovable owned by the first party and that apart the second party shall not claim any stree dhan articles or any other belongings from first part. Further the second party is assured and agreed on behalf of children that in future the children will not claim any right over the properties movable and immovable owned by the first party or whatsoever from first part.

6) Both the parties are agreed in future they will not make any claim against each other and will not file any cases, this settlement is a full and final settlement and enforceable in the court of law.

7) That the parties of the first part jointly or severally undertake not to file any case out of the above referred cases or any other case at any point of time and also undertake to withdraw all such proceedings if initiated by them with immediate effect.”

Both the parties are *ad idem* that an amount of Rs.30,00,000/- was paid by the appellant to the respondent through different Demand Drafts.

Both the parties have also filed an application under Section 13-B of the Hindu Marriage Act, 1955 for seeking divorce on the basis of mutual consent.

Since the parties have been living separately for the last nine years, the statutory period of six months is, hereby, dispensed with.

Therefore, the marriage solemnized between the appellant and the respondent on 20.06.2005 is, hereby, dissolved.

The Registry is directed to draw up the decree in terms of the Memorandum of Understanding reached between the parties, mentioned hereinabove.

Accordingly, I.A.No.1 of 2019 is allowed, and this appeal stands disposed of.

(RAGHVENDRA SINGH CHAUHAN, ACJ)

(A.RAJASHEKER REDDY, J)

Date: 23.04.2019
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