

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 of 2018, 1 and 2 of 2019

in/& C.M.A. No. 543 of 2014

Date: 24-12-2019

Between:

Veerasuri Srinivasa Rao

...Appellant

And

Veerasuri Saiprabha

...Respondent

Counsel for the Appellant: Mr. V. Brahmaiah Chowdary

**Counsel for the respondent: Mr. J. Narender
for Mr. J. Kanakaiah**

The Court made the following:

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

The appellant, Mr. Veerasuri Srinivasa Rao, and the respondent, Mrs. Veerasuri Saiprabha, are present before this Court. In order to establish their identity, they have submitted the copies of their Aadhar cards. They have also been identified by their respective counsel.

The appellant-husband has challenged the legality of the judgment and decree, dated 31-01-2014, passed by the Senior Civil Judge, Jangaon, whereby the learned Judge has dismissed the divorce petition, *namely* H.M.O.P. No. 15 of 2010, filed by appellant, and allowed another petition, *namely* O.P. No. 28 of 2009, filed by the respondent-wife for restitution of conjugal rights.

However, during the pendency of the present appeal, both the husband and the wife have entered into a compromise. The terms of compromise have been produced before this Court in the I.A. No. 1 of 2018. The terms of compromise are as under:

- 1. That the second party shall receive an amount of Rs. 9,00,000/- towards permanent alimony in two installments from the first party.*
- 2. The second party shall appear before this Hon'ble Court and express her willingness to allow the CMA No. 543 of 2014 and C.M.A. No. 544 of 2014.*

3. The second party shall receive an amount of Rs.2,10,000/- as a 1st installment at the time of execution of compromise agreement and acknowledge the same.

4. The second party shall receive the balance of Rs.6,90,000/- upon appearing before this Hon'ble Court agreeing to allow the CMA. No. 543 of 2014 and CMA. No. 544 of 2014 and expressing her willingness for grant of divorce.

5. That both the parties shall bear their legal expenses.

6. That both the parties shall not institute any cases against each other and shall not interfere with each other's life.

The learned counsel for the appellant submits that the remaining amount of Rs.6,90,000/- is being paid to the respondent through demand draft No. 004005, dated 18-11-2019, drawn on HDFC Bank. The said demand draft has been handed over by the learned counsel for the appellant to the learned counsel for the respondent before this Court.

The parties have also filed I.A. No. 1 of 2019 for dispensing with the statutory period of six months prescribed under Section 13-B of the Act, and I.A. No. 2 of 2019 for grant of divorce by mutual consent in terms of the memorandum of compromise.

Considering the fact that the parties have been separated for many years, considering the fact that there is no possibility of reconciliation between the parties, the statutory period of six

months is dispensed with. Hence, I.A. No. 1 of 2019 is, hereby, allowed.

Since the application for divorce had been filed on the ground of mutual consent, since the parties have already entered into a compromise as mentioned hereinabove, their marriage solemnised on 20-08-2005, is, hereby, dissolved. Thus, I.A. No. 2 of 2019 is allowed.

IA. No. 1 of 2018 is allowed. The memorandum of compromise annexed thereto shall be taken on record. The appeal is, accordingly, allowed in terms of the memorandum of compromise.

Therefore, the Registry is directed to pass 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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