

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 and 2 of 2019

IN/AND

F.C.A.No.465 of 2018

Date: 26.04.2019

Between:

Siluveri Srinivas

...Appellant

and

P. Madhuri

...Respondent

Counsel for the appellant: Ms. Pulipati Radhika

Counsel for the respondent: Mr. D. Raja Amaresh

The Court made the following:

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

Both the appellant, Mr. Siluveri Srinivas, and the respondent, Mrs. P. Madhuri, 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.

The appellant has challenged the legality of the order and decree dated 30.08.2018, passed by the Judge, Additional Family Court, Hyderabad, in F.C.O.P.No.779 of 2015, whereby the learned Judge has allowed the petition filed by the respondent for restitution of conjugal rights.

However, during the pendency of the present appeal, the parties have entered into a compromise. The terms of the said Compromise read as under:

"I) In terms of the Compromise the parties hereto have agreed to dissolve the marriage solemnized on 29.02.2012 between Appellant/Husband and Respondent/wife and upon dissolving parties are free to lead Appellant/Husband and Respondent/wife, their individual lives.

II) In terms of Compromise the Parties hereto have agreed that the Appellant/Husband is entitled to visit his minor son, once in every week on Sunday between 3:00 P.M. to 5:00 P.M. at the Resident of the Respondent/wife or as per the convenience of his minor son and that the Respondent/wife has agreed for the same.

III) In terms of Compromise the Parties hereto have agreed that the Appellant/Husband herein shall pay a sum of Rs.10,00,000/- (Rupees ten Lakhs only) to the Respondent/wife towards Permanent Alimony and the Respondent/wife agreed for the same and accordingly the Bankers Cheque/Demand Draft No.107175, dated 15.04.2019 drawn on Kotak Mahindra Bank,

Shaikpet Branch, Hyderabad, for Rs.10,00,000/- will be handed over to the Respondent wife during recording compromise.

IV) In terms of Compromise the parties hereto have agreed that the Appellant/Husband herein shall pay a further sum of Rs.4,00,000/- (Rupees Four Lakhs only) by way of Cash to his minor son viz., S. Anirudh, towards his maintenance, welfare and upbringing, to the Respondent/wife, and upon payment the Respondent/Wife shall issue a separate Receipt to the Appellant/Husband.

V) In terms of Compromise the Parties hereto have agreed that the Appellant/Husband herein shall return all Gold Ornaments and Silver Articles which are specifically mentioned in the Schedule hereunder and herein after called the **SCHEDULE-A** to the Respondent/wife which are presented by her parents at the time of marriage.

VI) In terms of Compromise the Parties hereto have agreed that the Appellant/Husband herein shall return all that (70) Sarees which includes silk, synthetic and fancy material which are specifically mentioned in the Schedule hereunder and hereinafter called the **SCHEDULE-B** to the Respondent/wife which are presented by her parents at the time of marriage.

VII) In terms of Compromise the Parties hereto have agreed that the Respondent/wife shall not entitle to claim any maintenance from the Appellant/Husband and that she undertakes that she will not lay any sort of claim whatsoever in nature from the Appellant/Husband in future, in view of the fact that, she has received a sum of Rs.10,00,000/- from the Appellant/Husband towards permanent alimony and Rs.4,00,000/- (Four Lakhs only) towards maintenance welfare and upbringing of the minor son, in the manner aforesaid.

VIII) In terms of compromise the parties here to have agreed that the Respondent/wife shall forgo all of her claim under order passed in I.A.No.36 of 2016 dated 10.07.2017 in F.C.O.P.No.779 of 2015.

IX) In terms of the compromise the Respondent/wife undertakes to absolve the Appellant/Husband, from all sorts of liabilities including civil and criminal, arising out of the marital relationship and undertakes not to claim any amounts, after dissolution of marriage.

X) In terms of the compromise the parties hereto undertake that, upon dissolution of marriage, the parties are free to lead their live peacefully and both parties will not interfere or intermeddle with the peaceful life of the other.

XI) In terms of compromise the parties hereto pray that this Hon'ble Court may be pleased to allow F.C.A.No.465 of 2018 by

setting aside the order and decree dated 30.08.2018 in F.C.O.P.No.779 of 2015 on the file of Judge, Family Court, Hyderabad, in terms of the above mentioned compromise in the interest of justice.”

The respondent-wife admits that she has entered into the compromise deed with the appellant. She further informs this Court that she has already received Rs.10,00,000/- towards permanent alimony, and Rs.4,00,000/- for the bringing up of the child, and she has received her entire “streedhan”.

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 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 29.02.2012 is, hereby, dissolved.

The Registry is directed to draw up the decree in terms of the Compromise, mentioned hereinabove.

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

(RAGHVENDRA SINGH CHAUHAN, ACJ)

(A.RAJASHEKER REDDY, J)

Date: 26.04.2019
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