

THE HON'BLE THE CHIEF JUSTICE RAGHVENDRA SINGH CHAUHAN
AND
THE HON'BLE SRI JUSTICE DR. SHAMEEM AKTHER

I.A.No. 1 of 2019 And C.M.A.No. 337 of 2016

JUDGMENT: (per Hon'ble the Chief Justice Raghvendra Singh Chauhan)

The appellant, Mr. Girish M. Samtani, and Ms. Pooja Samtani, the respondent are present before this Court. Mr. Girish M. Samtani has produced his Aadhar Card in order to establish his identity before this Court. He has also been identified by his counsel. On the other hand, Ms. Pooja Samtani has not produced any identification document. However, she has been identified by her counsel present before this Court.

The appellant has challenged the legality of the order dated 19-01-2016, passed by the Senior Civil Judge at Siddipet, whereby the learned Family Court had dismissed the petition filed by the appellant.

However, during the pendency of the present appeal, the parties have settled the dispute outside the Court. They have filed a Memorandum of Compromise along with I.A.No. 1 of 2019. The terms of the compromise are as under:

- “1. That the marriage between the appellant and the respondent solemnized on 19.08.2008 be dissolved by way of mutual consent.
2. That the appellant has agreed to pay an amount of Rs. 5,00,000/- (Rupees five lakhs only) towards permanent alimony to the respondent and that apart from the said amount, both appellant and respondent have no claims against each other. Out of the said amount, the appellant has paid an amount of Rs. 3,00,000/- (Rupees three lakhs only) on the date of signing of the Memorandum of Compromise and the balance amount of Rs. 2,00,000/- (Rupees two lakhs

only) would be paid on the date of recording of the compromise by this Hon'ble Court.

3. That the appellant has agreed to give back to the respondent the jewellery and silver coins which were gifted by respondent's parents and other relatives at the time of marriage, a list of which is annexed as Annexure – I to this Memorandum. The respondent also has agreed to give back the gold and diamond jewellery gifted by appellant's parents and others at the time of marriage, a list of which is annexed as Annexure –II. The said articles have been exchanged at the time of signing of the Memorandum of Compromise.

4. That the appellant and respondent submitted that their decision to seek dissolution of marriage by way of mutual consent is taken by them on their free will and consent, after taking into consideration all the pros and cons with due sense of responsibility and that there has been no coercion or undue influence to them for arriving at the said decision.”

In terms of the above compromise, the respondent admits that she has already been paid Rs. 3,00,000/- (Rupees three lakhs only) and only Rs. 2,00,000/- (Rupees two lakhs only) is remaining towards full and final payment. The learned counsel for the appellant submits that the payment of Rs. 2,00,000/- (Rupees two lakhs only) is being paid through Demand Draft No. 980329, dated 30.07.2019, drawn on Bank of India, Karimnagar. The said Demand Draft is now handed over to the respondent.

Both the parties have also filed an application under Section 13-B(2) of the Hindu Marriage Act, 1955 (for short 'the Act') for seeking divorce on the basis of mutual consent. According to the parties, they have parted their ways seven years ago. Hence, there is no possibility of resolving the dispute by negotiations or reconciliation. Therefore, they have prayed that the statutory period of six months, as prescribed under Section 13-B of the Act, should be dispensed with.

Considering the fact that the parties have left each other's company seven years ago, considering the fact that there is no possibility of reconciliation between the parties, the statutory period of six months is dispensed with.

Since the parties have consented to divorce each other by mutual consent, the I.A.No.1 of 2019 is allowed; the marriage solemnised between the parties on 19.08.2008 is hereby dissolved; the impugned Order, dated 19.01.2016 in O.P.No.125 of 2014 on the file of the Senior Civil Judge at Siddipet is set aside.

Accordingly, the appeal stands disposed of. No order as to costs.

Registry is directed to draw up the decree in terms of compromise mentioned hereinabove.

(Raghvendra Singh Chauhan, CJ)

(Dr. Shameem Akther, J)

31st July, 2019
Pln/Tsr

**THE HON'BLE THE CHIEF JUSTICE RAGHVENDRA SINGH CHAUHAN
AND
THE HON'BLE SRI JUSTICE DR. SHAMEEM AKTHER**

I.A.No. 1 of 2019 And C.M.A.No. 337 of 2016



31.07.2019

Pln/tsr