

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.1098 of 2017

Shivanand Gupta S/o Subhsh Chandra Gupta Resident of H-III, Gali No. 8,
Rajnagar,-2, Palam Colony, New Delhi, Presently residing at Main Road,
Bihta, P.S. Bihta, District Patna.

... .. Appellant/s

Versus

Kavita Gupta W/o Shivanand Gupta, D/o Kedarnath Gupta Resident of Prasad
Bhawan, Beldaur, District Khagaria.

... .. Respondent/s

Appearance :

For the Appellant/s : Mr.Saket Tiwary
For the Respondent/s : Mr. Sanjay Kumar Sharma, Advocate

**CORAM: HONOURABLE MR. JUSTICE HEMANT KUMAR
SRIVASTAVA**

and

HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH

ORAL JUDGMENT

**(Per: HONOURABLE MR. JUSTICE HEMANT KUMAR
SRIVASTAVA)**

Date : 03-02-2020

Joint affidavit dated 27.1.2020 has been filed on
29.1.2020 on behalf of the parties mentioning therein that both
parties have settled their dispute amicably on the terms and
conditions as mentioned in the above stated joint affidavit.

This appeal has been preferred against impugned
judgment and decree dated 7.4.2017 passed by learned Principal
Judge, Family Court, Khagaria, in Matrimonial Suit No. 75 of
2010 by which and whereunder the learned Principal Judge,
Family Court, Khagaria, dismissed the above stated
Matrimonial Suit No. 75 of 2010.



The appellant filed aforesaid Matrimonial Suit No. 75 of 2010 against the respondent for dissolution of their marriage by a decree of divorce on the grounds of desertion and cruelty. The respondent contested the aforesaid suit as a result whereof, the aforesaid suit was dismissed by the learned Principal Judge vide impugned judgment and decree dated 7.4.2017.

However, during pendency of this appeal, good sense prevailed between the parties and both parties agreed to part their ways by mutual consent and, accordingly, the appellant agreed to pay Rs. Twenty two lacs to respondent by way of one time settlement and the parties also agreed that their marriage may be dissolved by passing a decree of divorce by mutual consent. Furthermore, parties agreed that the respondent shall have no right to make any other claim after receipt of Rs. Twenty two lacs by way of one time settlement.

It has, specifically, been pleaded in the above stated joint affidavit that Rs. Ten lacs by three separate demand drafts has already been paid to respondent and the remaining amount of Rs. Twelve lacs shall be paid by the appellant to respondent within a period of six months from 29.1.2020.

In view of the aforesaid facts and circumstances as



well as taking note of the submission of the parties, there is no need to keep this appeal pending and, accordingly, this appeal stands disposed of in the light of terms and conditions as averred in joint affidavit dated 27.1.2020 filed on 29.1.2020 and, accordingly, the impugned judgment and decree stands set aside and the marriage of the parties is dissolved by decree and divorce by mutual consent. However, this judgment shall be made effective after entire payment to respondent.

It is made clear that if the appellant fails to make payment of above stated amount to the respondent within the period as agreed between the parties, the respondent shall have right to file a petition supported with affidavit for revival of this appeal. The joint affidavit dated 27.1.2020 filed on 29.1.2020 shall be part of the decree.

Accordingly, the decree be prepared.

(Hemant Kumar Srivastava, J)

(Prabhat Kumar Singh, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	06.02.2020
Transmission Date	NA

