

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**FA(MAT) No. 7 of 2019**

Devprasad Singh S/o Shri Bhuneshwar Singh aged About 29 Years R/o Village Parwatipur Post Bargidih, P.S.- Lundra, District- Surguja, Chhattisgarh

---- Appellant**Versus**

Smt. Padmini Painkra D/o Shri Paras Ram Painkara Aged About 29 Years R/o Village Batwahi, Post- Raghunathpur, P.S. Lundra, District- Surguja, Chhattisgarh

---- Respondent

For Appellant	:	Ms. Soniya Kuldeep, Advocate
For Respondent	:	Mr. Amarnath Pandey, Advocate

Hon'ble Mr. Justice P. Sam Koshy**Hon'ble Mr. Justice Parth Prateem Sahu****Judgment on Board by Hon'ble Mr. Parth Prateem Sahu****22/11/2021**

1. The challenge in the present appeal is to the judgment and decree dated 06.08.2019 passed by the Family Court Ambikapur, District Surguja in Civil Appeal no.110A/2018, whereby the learned Family Court dismissed the application under Section 13(1b) of Hindu Marriage Act, 1955.
2. Considering the nature of dispute between the parties, this Court referred the parties for mediation for settlement of their dispute to the duly appointed trained mediator. After conclusion of the mediation proceedings, the mediator has forwarded the report dated 26.10.2021 mentioning that the settlement has been arrived at between the parties

on the terms mentioned therein. The terms of the settlement is reproduced below for ready reference :-

"1. That, the first party/Appellant is deposing a bank Draft of Rs.12,00,000(Rupees Twelve Lac only) of Chhattisgarh Rajya Gramin Bank, Branch Bargidih bearing No.24441 dated 22.10.2021 in favour of the second party/respondent Smt. Padmini Paikra. The aforesaid amount referred in the bank draft would be the amount of final settlement.

2. That, there is no any kind of articles is to be received by the second party/respondent from the appellant/First party and in the similar manner the first party is not desire any thing or any articles from the second party.

3. That, the amount so deposited by the First party/appellant would be the full and final amount of the settlement. After receiving the aforesaid settlement amount, the second party/respondent will not claim any sum/amount for her maintenance or else from the appellant/first party in future.

4. That, by virtue of this settlement memo both the parties withdraw all the allegation made against each other and in future they will not utter any allegation/reaction so as to create complication in life of each other. Thus, both the parties are withdrawing the matrimonial relations and in future they would be free to take their own decision for their prospective life and career."

3. In terms of the settlement arrived between the parties, the appellant has submitted a demand draft of Rs.12 lacs bearing No.24441 during the Mediation Proceedings dated 26.10.2021, which is kept in the record to be handed over to the respondent at the time of hearing of this appeal by this Court and while passing final order.
4. Both the parties are present today before this Court and submitted that they have settled their dispute in the Mediation Proceedings in terms of

the deed of settlement. Demand Draft which is available on record is handed over to the respondent which she accepted and acknowledged its receiving.

5. In view of the above, appeal is allowed and marriage between the appellant and respondent is dissolved by virtue of the decree of divorce passed by this Court today. Accordingly, the decree be framed. The settlement recorded by the mediator on 26.10.2021 shall also be made part of the decree.

Sd/-
(P. Sam Koshy)
Judge

Sd/-
(Parth Prateem Sahu)
Judge

Rohit