

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.1031 of 2018**

Ram Saran Prajapati Son of American Saran resident of Village- Gangouli
P.S.- Masharak Dist- Saran at Chapra At present- V.I.P. Nagar Risali Quarter
no. 108 Near Pawar House Railway Station P.S.- Nehuli Nagar, District- Durg
Bhilai, Chhatishgarh. Petitioner/s

Versus

Mamita Devi W/o- Ram Saran Prajapati D/o- Late Rajendra Pandit resident of
Village- Bhagwan Derani P.S. Derani District Saran at Chapra At present-
House of Basant Pandit Resident of Mohalla- Dahiyama Tola, P.S. Chapra
Town District- Saran. Respondent/s

Appearance :

For the Petitioner/s : Mr. Chandra Mohan Jha, Adv.

For the Respondent/s : Mr. Mukesh Kumar Singh, Adv.

**CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER**

7 15-12-2022 Heard the parties.

2. The present application arises out of an order dated 03.05.2018 passed by Principal Judge, Family Court, Saran at Chapra in Maintenance Case No. 72/2017 by which a sum of Rs. 3000/- has been awarded as interim maintenance to be paid by the petitioner to his wife i.e., sole respondent.

3. The aforesaid Maintenance Case has been filed under Section 125 of the CrPC.

4. During course of hearing of the present case, learned counsel for both the parties along with their respective clients have appeared and expressed their willingness to settle the matter amicably outside the Court. In pursuance thereof, a joint affidavit has been filed before this Court by the petitioner and the respondent with their signatures stating therein the terms



and conditions of compromise.

5. Admittedly, the respondent is the second wife of the petitioner. The marriage was solemnized between them on 16.02.2010 during life time of the first wife with the permission of the first wife. The first wife is still alive.

6. Now both the parties have decided to live separately and one of the terms of the compromise is that the petitioner will pay a sum of Rs. 10 Lacs to the respondent in the nature of permanent alimony. Over and above, a sum of Rs. 50,000/- (Fifty thousand) shall also be paid towards the maintenance awarded by the Court and no further amount shall be paid by the petitioner against the order of maintenance or otherwise.

7. The terms and conditions of compromise jointly filed by the parties by way of supplementary affidavit is made part of this order.

8. Both the petitioner and respondent are present in person before this Court and they have agreed to the terms and conditions and upon query made by the Court, both the parties have stated before this Court that they have entered into compromise voluntarily and without any coercion.

9. In view of the aforesaid facts and the fact that the



parties have amicably settled the dispute, the impugned order dated 03.05.2018 passed by Principal Judge, Family Court, Saran at Chapra in Maintenance Case No. 72/2017 is set aside and the maintenance case filed by the respondent is also treated to be withdrawn.

10. A sum of Rs. 2, 50,000/- (Two Lacs fifty thousand) shall be paid by the petitioner as the first installment towards the total amount of Rs. 10,00000 (Ten Lacs) to the respondent positively by 20th of January, 2023. The said amount shall be transferred by the petitioner to the account of respondent bearing Account No. 5321953464, IFSC Code No. CBIN0280033 standing in the name of Mamita Devi (Respondent) in Central Bank of India, Branch Address, Hathwa Market, Saran at Chapra.

11. The second installment of Rs. 2, 50,000/- (Two Lacs fifty thousand) shall be paid by the petitioner to the respondent on or before 20th of April, 2023 and the said amount will be transferred to the aforesaid account of respondent.

12. The third installment of Rs. 2, 50,000/- (Two Lacs fifty thousand) shall be paid by the petitioner to the respondent on or before 20th of September, 2023 and the said amount will be transferred to the aforesaid account of



respondent.

13. The fourth installment of Rs. 2, 50,000/- (Two Lacs fifty thousand) shall be paid by the petitioner to the respondent on or before 20th of December, 2023 and the said amount will be transferred to the account of respondent as mentioned above.

14. A draft of Rs. 50,000/- (Fifty thousand) bearing Draft No. 001083 of IDBI Bank, Saran standing in the name of Mamita Devi (Respondent) is being handed over to the respondent in presence of the Court with acknowledgment.

15. It goes without saying that both the parties shall abide by the terms and conditions of the compromise and shall withdraw all the cases pending between them.

16. With the aforesaid observation and direction, this application stands disposed of.

(Anil Kumar Sinha, J)

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