

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.267 of 2016

Pawan Kumar

... .. Appellant/s

Versus

Kumari Anju Prasad @ Daisy

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Subroteswar De, Advocate

For the Respondent/s : Ms. Soni Shrivastava, Advocate

CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR

and

HONOURABLE MR. JUSTICE ANJANI KUMAR SHARAN

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR)

Date : 21-04-2022

The proceedings have been held in Chambers.

Heard Mr. Subroteswar De, learned Advocate for the appellant and Ms. Soni Shrivastava, learned Advocate for the respondent/wife.

The spouses are also present today.

On the last occasion, the respondent/wife had some reservations in going for a settlement. On such statement made by her in the Court, an adjournment of a day was granted for her to re-think about settlement of matrimonial dispute.

Be it noted that before that, a joint compromise petition was filed before this Court intimating the supervening developments in the litigation.



The sum and substance of such terms of agreement was that because of the dispute continuing for approximately one and a half decades and the parties/spouses not cohabiting or staying under the same roof for all these years, it was understood by both the partners to the relationship that the marriage had irretrievably been broken down and it could not be salvaged.

Thus in the interest of both the partners to the relationship, it was decided without any fear or favour from either quarter that a decision be taken to end the relationship amicably. It was agreed upon between the parties that the appellant shall pay Rs. 9 lakhs by way of demand draft towards full and final settlement of the matrimonial dues of the wife/respondent.

After deliberations yesterday, the learned counsel for the parties have informed that the appellant has agreed to pay Rs. 2 lakhs over and above the agreed amount of Rs. 9 lakhs by draft.

Learned counsel for the appellant has produced before this Court an account payee cheque, drawn by the father of the appellant in favour of the respondent of Rs. 2 lakhs of the State Bank of India, Exhibition Road Branch (Cheque No. 458987).

The aforesaid cheque has been handed over to the respondent in our Chambers in presence of counsel for both the parties, which she has accepted.



This Court has been informed that the draft of Rs. 9 lakhs also has been paid to the respondent, which the respondent ratifies.

We have interacted in detail with the parties and are thoroughly satisfied that the decision to end the relationship is voluntary, after taking into account the developments of past one and a half decades and not guided by any other consideration, except for amicably settling the dispute.

For the reasons aforesaid, we find that continuing with this appeal would not be in the interest of both the spouses and it would be better if the marriage is dissolved. Relegating the spouses to the Family Court, now, at this stage would not serve any good purpose.

For the aforesaid reasons and in the best interest of the spouses, we declared the marriage to be dissolved.

This order shall be treated as decree of the competent court dissolving the marriage of the appellant and the respondent.

The respondent shall withdraw all cases filed against the appellant within a period of thirty days from today.

The aforesaid transaction of Rs. 11 lakhs in all would be towards full and final settlement of all dispute between the parties which shall not be questioned by them hereafter.



The appeal stands allowed and disposed off accordingly.

(Ashutosh Kumar, J)

(Anjani Kumar Sharan, J)

krishna/-

AFR/NAFR	NAFR
CAV DATE	NA
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Transmission Date	NA

