

16.12.2022
SL No.2
Court No.8
(gc)

**FA 55 of 1992
CAN 18 of 2022**

**Sri Devasish Chatterjee
Vs.
Smt. Kalpana Chatterjee (Nee Banerjee)**

Mr. Sagnik Basu,
Mr. Ratul Das,
Ms. Nidhi Bahal,
Mr. Shivam Pathak,
Mr. Kamrun Hussain,
...for the Appellant.
Mr. Goutam Lahiri,
...for the Respondent.

During the pendency of the appeal, the parties have agreed to dissolve their marriage and have filed an application for dissolution of marriage dated 20th July, 1969.

The petition duly signed by the parties and their respective Advocates-on-record dated 19th September, 2022 is taken on record.

In view of the fact that the parties have on their own volition agreed to dissolve their marriage amicably, there shall be an order in terms of Prayer (a) of CAN 18 of 2022. The petitioner has voluntarily paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs) in terms of mutual agreement arrived at between the parties out of which Rs.2,00,000/- (Rupees Two Lakhs) was paid on 15th September, 2022 and a demand draft for the remaining Rs.8,00,000/- (Rupees Eight Lakhs) dated 14th December,

2022 is handed over to the learned Advocate representing the wife in Court today.

In view of the aforesaid, the impugned decree is set aside.

The department shall draw up the decree in terms of Prayer (a) of CAN 18 of 2022 as expeditiously as possible.

Accordingly, the appeal and the application stand disposed of.

Urgent Photostat certified copy of this order, if applied for, be given to the parties on usual undertaking.

(Siddhartha Roy Chowdhury, J.)

(Soumen Sen, J.)