

**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**MATA 32 of 2019**

**Manas Chandra Sethy** ..... **Appellant**  
Mr. D.P.Dash, Advocate  
**-versus-**  
**Santilata Sethy** ..... **Respondent**  
Mr. A.K.Sahoo, Advocate

**AND**

**MATA 56 of 2019**

**Santilata Sethy** ..... **Appellant**  
Mr. A.K.Sahoo, Advocate  
**-versus-**  
**Manas Chandra Sethy** ..... **Respondent**  
Mr. D.P.Dash, Advocate

**CORAM:**  
**JUSTICE S. TALAPATRA**  
**JUSTICE M.S.SAHOO**

**ORDER**  
**19.7.2022**

**Order No .**

- 10** 1. This matter is taken up through hybrid mode.
2. Both the appeals are combined for disposal by a common order. These appeals arise out of the judgment dated 21.2.2019 passed by the Judge, Family Court, Kendrapara in C.P. No. 105 of 2013. By the said judgment marriage subsisting between the parties has been dissolved and pursuant, decree of divorce on the ground of cruelty has been issued. While passing the decree of divorce, permanent alimony of Rs.8,00,000/- has been directed to be paid by the husband-appellant in MATA No. 32 of 2019 (the petitioner in the CP).
3. In both the appeals, quantum of permanent alimony is challenged.

4. The appeal being MATA No. 56 of 2019 filed by the wife, seeks, in crux, enhancement of the alimony. In the appeal being MATA No. 32 of 2019, the husband has challenged the alimony as exorbitant.

5. Today a memorandum of settlement in the form of affidavit has been filed before us. The said affidavit is taken on records. Both the parties have signed settlement. The representing counsel have stated that all disputes have settled by means of the settlement as recorded in the said affidavit. It has been settled that the husband namely, Manas Chandra Sethy shall pay a total sum of Rs.8,00,000/- as alimony to the wife-respondent in MATA No. 32 of 2019. Out of the said amount, an amount of Rs.4,00,000/- has been paid by Demand Draft and Rs.50,000/- has been paid in cash. Remaining Rs.3,50,000/- will be paid in the following manner :

The entire amount of Rs.3,50,000/- will be paid in two instalments within three months from today, i.e., date of acceptance of the affidavit by this Court. Instalments have been configured as Rs.1,50,000/- and Rs.2,00,000/- and both the instalments are to be paid by Bank Drafts in the name of the wife. It has been also settled that they will not have any further claim in future and they will live their respective life without interference from each other. That apart, the following has been also agreed upon by the parties :

*“Both of the deponents have mutually agreed to settle the cases pending before the learned Court below vide Execution Case No. 56 of 2015 pending before the learned Judge, Family Court, Kendrapara and G.R.Case No. 1027 of 2012 pending before the learned S.D.J.M., Kendrapara and also agreed to withdraw all the cases by virtue of this Compromise effected between the parties as mentioned in this affidavit.”*

6. We have explained the conditions of the compromise in terms of Section 23, of the Indian Contract Act, read with Order 23, Rule 3 of the Code of Civil Procedure. We do not find any illegality in the compromise and accordingly, we accept the settlement for purpose of disposal of both the appeals. Hence the appeals are disposed of on compromise as afore-stated. The affidavit dated 19.7.2022 shall form part of the said decree.

Draw the decree accordingly.

If LCRs are received, be returned thereafter.

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**(S.Talapatra)**  
**Judge**

**(M.S.Sahoo)**  
**Judge**