

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.1124 of 2016

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Mamta Devi W/o Rohit Kumar Jha, D/o Dharmanand Jha, R/o Babhani, P.S.
Dagarua, District - Purnea

... .. Appellant/s

Versus

Rohit Kumar Jha S/o Parmeshwar Jha, resident of Shastrinagar, P.S. K. Hat,
District - Purnea

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Dudh Nath Singh, Advocate
For the Respondent/s	:	Mr. Saket Tiwary, Advocate
		Mr. Sanjeev Kumar Dubey, Advocate

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
And
HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE S. B. PD. SINGH)

Date : 03-12-2024

Heard learned counsel for the appellant and
learned counsel appearing on behalf of the respondent.

2. The appellant and the respondent are also
present in the Court.

3. Pursuant to our earlier order dated
22.10.2024, an affidavited joint compromise petition
duly signed by the both parties has been filed wherein
the parties have entered into mutual understanding and

have decided to part ways on the following terms and conditions:-

“(a) That as a one time settlement amount/alimony the respondent has to pay an amount of Rs. 10,50,000 (Rupees Ten Lakh Fifty Thousand) to the respondent wife,

(b) That out of the amount of Rs. 10,50,000 (Rupees Ten Lakh Fifty Thousand) the respondent has already paid an amount of Rs 2,00,000/- (Rupees Two Lakh) which the appellant acknowledges and accepts.

(c) That the remaining amount of Rs. 8,50,000/- shall be paid by the respondent to the appellant wife within a period of Two and Half months from today through Demand Draft/RTGS/NEFT in the bank account of the following details.

Name: Mamta Devi

Account No.: 33273330341

Bank: State Bank of India

Branch: AMY Gulabbagh, Purnea

IFSC Code: sbin0010406

(d) That if the balance amount of Rs. 8, 50,000 (Rs. Eight Lakh Fifty Thousand) is not paid by the respondent then this compromise shall be considered null and void.

(e) That upon payment of the entire agreed amount, no claim of the either parties shall remain existing and the parties shall be free from any mutual obligation towards each other.

(f) That the agreed amount is in full and final settlement of all the disputes and the parties no longer would be considered as husband and wife.

(g) That the appellant shall withdraw/settle/compromise all the cases/criminal cases which she has instituted against the respondent and his family members and in the same manner the respondent shall also withdraw/settle/compromise all the cases instituted against the appellant or her family members within two months from today. The details of the case known to the respondent which has

been instituted by the appellant against the respondent or his family members are as follows:-

(A) GR 1278/11 pending before learned SDJM, Purnea

(B) SGR 1278/11 pending before learned SDJM, Purnea

(C) Domestic Violence case 2321/15 pending before learned SDJM, Purnea

(D) Miscellaneous 37/2016 Pending before learned Principal Judge, Family Court, Purnea.

5. That this joint affidavit is being filed for disposal of this appeal in accordance with the terms and conditions as mentioned in this joint affidavit.”

4. Both the parties have agreed on the above terms and conditions of the joint compromise petition and no longer interested to pursue the present Miscellaneous Appeal.

5. In that view of the matter, Miscellaneous Appeal No. 1124 of 2016 is disposed of in terms of

above compromise petition.

6. The parties are at liberty to file appropriate application before the appropriate forum, if anyone breaches the terms and conditions as mentioned in the joint compromise petition.

(P. B. Bajanthri, J)

(S. B. Pd. Singh, J)

Shageer/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	11/12/2024
Transmission Date	N/A