

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.218 of 2020

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Savitri Kumari Divorce, Wife of Shyam Chandra Verma @ Shyam Chandra Prasad, Daughter of Late Ramashraya Poddar, Resident of Nai Sarak Chowk, Jajak Toli, P.O.- Jhauganj, P.S.- Chowk, Patna City, District- Patna, Pin Code- 800008.

... .. Appellant/s

Versus

Shyam Chandra Verma @ Shyam Chandra Prasad @ Shyam Chand Prasad Son of Late Ram Dhani Sao, Resident of Village Purani Bazar, Teachers Colony, Jhajha, P.O. and P.S.- Jhajha, District- Jamui, Pin Code.- 811308.

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Hare Ram Sah, Advocate
For the Respondent/s	:	Mr. Prabhakar Mishra, Advocate
		Mr. Gaurav Kumar Verma, Advocate

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CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI

and

HONOURABLE MR. JUSTICE DR. ANSHUMAN

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE DR. ANSHUMAN)

Date : 17-11-2025

Heard learned Counsel for the appellant and learned
Counsel for the respondent.

2. The present memorandum of appeal has been preferred against the final order/judgment dated 26.10.2019 passed by learned Additional Principal Judge, Family Court, Patna, in Miscellaneous Case No.16 of 2015, arising out of Matrimonial Suit No.207 of 1999, under Section 19(1) of the Family Court Act,1984. This miscellaneous appeal is pending before this Court since 2020.

3. It has been jointly submitted by the learned counsel



for both the parties that, in the light of the discussions held in Chamber, the parties have agreed to settle their dispute and filed an application under Order-XXIII Rule-3 read with Section 151 of the Code of Civil Procedure, 1908. In the light of the order dated 19.09.2025, both the parties have agreed that a total sum of Rs.13,00,000/- (rupees thirteen lakhs) including the arrears of maintenance of Rs.2,96,000/-, shall be paid by the respondent to the appellant as full and final settlement. During course of hearing on 19.09.2025, the respondent has paid a sum of Rs.2,96,000/- (rupees two lakh ninety-six thousand) through Demand Draft bearing No.286873 dated 11.09.2025 drawee branch, the State Bank of India, Patna Main Branch, which has been duly received by the appellant. The rest balance amount at the tune of Rs.10,04000/- (rupees ten lakh four thousand) has been paid through Demand Draft No.286910 dated 10.12.2025 drawee branch, the State Bank of India Patna Main Branch, which has been handed over to the appellant, who is physically present in the Court. Now the parties have no grievance left. In the light of said settlement, the parties have reached on the settlement and now appellant is not interested to pursue the present appeal.

4. It is made clear that the appellant has preferred an



execution case before the Additional Principal Judge, Family Court, Patna, bearing Execution Case No.189 of 2021, which is still pending. It is directed that in the light of the permanent settlement and upon receiving of the permanent settlement amount, now there is no need for proceeding the said Execution Case No.189 of 2021. Therefore, the Additional Principal Judge, Family Court, Patna, is directed to drop the said execution case.

5. It is made clear that since the marriage has already been dissolved by virtue of order dated 16.08.2004, the appellant shall not proceed in any manner against the respondent by virtue of the said marriage, which has already been dissolved and upon receiving of the said amount, i.e., Rs.13,00,000/- (rupees thirteen lakhs) as full and final settlement of permanent alimony, the appellant is not interested to pursue the present appeal and further ready to close/end the entire disputes between the parties.

6. The terms of settlement as mentioned in the joint affidavit are as follows:

“I. That the present Miscellaneous Appeal has been filed by the appellant against the order 26.10.2019 passed in a maintenance proceeding Miscellaneous Case No- 16/2015.

II. That during the pendency of the



appeal, both the parties, with the intervention of well-wishers, have amicably settled their disputes outside the Court.

III. That as per the terms of settlement, both the parties have agreed that a total sum of ₹13,00,000/- (Rupees Thirteen Lakhs only) shall be paid by the respondent/second party to the appellant/first party towards full and final settlement of all claims including arrears of maintenance.

IV. That today, i.e. on 19/09/2025, the respondent/second party has paid a sum of ₹2,96,000/- (Rupees Two Lakhs Ninety-Six Thousand only) by way of Demand Draft bearing No.286873 dated 11.09.2025 drawn on [State Bank of India, Main Branch Jhajha]. towards arrears of maintenance, which will be duly received by the appellant/first party during the course of hearing dated 19.09.2025.

V. That the balance amount of ₹10,04,000/- (Rupees Ten Lakhs Four Thousand only) shall be paid by the respondent/second party to the appellant/first party in two installments within the month of February 2026, as per the following schedule:

i. First installment of 5 Lakh (five Lakh) in the month of October 2025.



ii. Second installment of Rs.5 Lakh (Five Lakh) in the month of February 2026.

VI. That it is further agreed between the parties that both the appellant and the respondent shall withdraw all cases filed against each other, including execution case No- 189/2021. whether civil or criminal, subject to full and final payment of the settlement.

VII. That both parties undertake that after payment of the entire settled amount, neither of them shall have any further claim, demand, or grievance against the other in respect of the present dispute.

VIII. That the compromise has been arrived at voluntarily, in good faith, without any coercion, undue influence, or pressure from any corner.”

7. In the light of the said joint compromise petition filed by the parties, both the parties shall do the needful for closing of the cases against each other in their respective cases filed by them, as mentioned in the joint affidavit quoted above, and by virtue of the settlement the respective Courts below shall also not proceed in the case mentioned above.

8. There shall be no dispute between the parties. They also ensure that in future they shall not file any litigation against each other.



9. With the aforesaid observation and direction,
the present miscellaneous appeal is hereby disposed off.

(Bibek Chaudhuri, J)

(Dr. Anshuman, J)

Mkr./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	19.11.2025
Transmission Date	19.11.2025

