

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.845 of 2016

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Anjani Kumar Sharma S/o Dinesh Sharma, Resident of Village- Uttar Sherthu, P.S.- Pali, District- Jehanabad.

... .. Appellant/s

Versus

Sweta Singh D/o- Umesh Roy, W/o- Anjani Kumar Sharma, resident of Village- Patel Chowk, Begusarai Near Surya Banshi Market, P.S.- Begusarai Town, District- Begusarai.

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr.Sudhanshu Shekhar
For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

13 14-05-2025 Matter was heard from time to time in the light of previous order dated 16.04.2025, parties have prepared settlement of agreement dated 23.04.2025 signed by the respective parties in the presence of appellant-witnesses and respondent-witnesses and it has been placed on record by means of joint affidavit of the parties vide Annexure A/4 and it reads as under:-

“ SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this/23rd day of April, 2025,
Between

Anjani Kumar Sharma, Aged about 42 Years, Male, Son of Dinesh Sharma, residing at Flat No. 402, Plot No. 752, Sector 10, PS



Nerul, Navi Mumbai, Thane, Maharashtra, 400706, and presently residing at Village Uttar Sherthu, PS Pali, District Jehanabad, Bihar (herein after referred to the Appellant-Husband).

AND

Shweta Singh, aged about 39 years, Female, Daughter of Shri Umesh Rai, wife of Anjani Kumar Sharma, residing at Hiralal Chauk, near Suryavanshi Market, Begusarai PS, Begusarai Town, District Begusarai, Bihar (hereinafter referred to Respondent- Wife).

Hereinafter, both the appellant and the respondent shall jointly be referred to as the parties.

Whereas, the marriage between the Appellant, Anjani Kumar Sharma, and the Respondent, Shweta Singh, was solemnized as per Hindu rites and customs in the year **2010**, and the parties began living together as husband and wife. The parties were blessed with a baby boy, named Master Amrit Rana, who is minor.

Whereas, due to differences in temperament, the parties have been living separately for long, and the minor child, born of the marriage, resides with his mother, the Respondent-wife, and there is now no chances of reunion of the parties.

Whereas, the Appellant, Anjani Kumar Sharma, had filed Matrimonial Case No. **04/15** for divorce against his wife, which was rejected by the learned Principal Judge, Family Court, Jehanabad, on **15/06/2016**. The Appellant then preferred the present **Miscellaneous Appeal No.- 845/16** before this Hon'ble Court.

Whereas during the course of the present Miscellaneous Appeal, both parties



expressed their willingness before the Court to settle the matter amicably by mutual consent. The Respondent wife demanded a sum of Rupees 15 lakhs for the maintenance of the child and that the Flat No. 402, 4th Floor, in building names, SHREE GANESH KRUPA on plot no. 752(GES), situated at Village-Shiravane, Navi Mumbai, Taluka & District- Thane, Maharashtra, jointly standing in their names be transferred to her name as permanent alimony. The Appellant agreed to these terms. Subsequently, in view of order dated 29/01/2025 passed by this Hon'ble Court, both parties exchanged their affidavits outlining the other terms and conditions for dissolution of their marriage by decree of divorce.

Whereas upon perusing the affidavits submitted by both parties, the Hon'ble Court, vide order dated 07/03/2025, directed the parties to prepare and file a written deed of settlement in order to conclude the litigation.

Whereas following a thorough process of negotiation, both parties have reached an amicable settlement, the terms and conditions of which are stated below:

1. Appellant shall pay a bank draft of **Rs. 5,00,000, vide Bank Draft no.- 012320 dated 22/04/2025 of Bank of Baroda**, in the name of the minor child, Master **Amrit Rana**, on the first date of the hearing of the case related to this settlement agreement. The remaining amount of **Rs. 10,00,000** shall be paid in the form of a bank draft in the name of the minor child within six months of the first hearing of this settlement agreement.
2. It is agreed between the parties that the aforementioned amount of **Rs. 15,00,000** for the maintenance of the minor child shall be placed



as a fixed deposit in a bank in the name of minor child, and only the interest accrued thereon shall be withdrawn for the maintenance of the child until he attains the age of majority.

3. The Appellant hereby relinquishes all his rights, title, and interest in Flat No. 402, 4th Floor, in building names, SHREE GANESH KRUPA on plot no.- 752(GES), situated at Village- Shiravane, Navi Mumbai, Taluka & District- Thane, Maharashtra, in favour of the Respondent-wife, Shweta Singh. The Appellant shall also take steps to get the transfer done in registry office within one month, and the respondent-wife will also cooperate in the completion of the registry process. Both parties shall equally bear all expenses related to the registration, including stamp duty. The Appellant-husband shall also hand over the original copy of the deed, which stands jointly in their names, to the Respondent-wife on the date of registry.

4. The Appellant will ensure the immediate withdrawal of Complaint Case No. **1541©/2018**, filed by his sister against the Respondent-wife and her family members, within one month of the first hearing of the case related to this settlement agreement.

5. The Respondent agrees to withdraw the following cases filed by her against the Appellant-husband and his family members:

- Begusarai Town PS Case No. **60/05**,
- Jehanabad Mahila PS Case No. **43/17**.

These cases shall be withdrawn within one month from the first hearing of this settlement agreement.

6. The Respondent-wife shall have full custody of the minor child, Master Amrit Rana, who has



lived with her throughout.

7. The Respondent-wife shall have no further claim for maintenance or any other claim on the estate of the Appellant-husband.

8. Both parties agreed that they will jointly request the Hon'ble Court to dissolve their marriage through a decree of divorce, as all pending matters have been amicably settled through this agreement.

9. Both parties undertake to withdraw all pending proceedings against each other before any Court of law or any other forum and take all necessary steps to do so.

10. Both parties agree that henceforth, they will not interfere in each other's lives, will not file any civil or criminal complaints, or take any legal action against each other or their family members with regard to the present matrimonial disputes or custody matters.

11. In the event of a breach or violation, wilful or deliberate disobedience of the terms of this settlement agreement, the party in breach shall be liable for contempt proceedings.

12. By signing this agreement, both parties solemnly affirm that they have no further claims or demands against each other and that all disputes have been amicably settled by mutual consent.

13. The parties undertake to abide by the terms and conditions of this settlement agreement, which they have arrived at without any coercion, duress, or undue influence. Should either party breach the terms, the other party shall be entitled to seek revival of cases previously filed.

14. This Settlement Agreement is executed in



the presence of the undersigned witnesses and their respective counsels, to authenticate their willingness to comply with the terms and conditions outlined above.”

2. In the light of the aforementioned settlement marriage among appellant – Anjani Kumar Sharma and respondent – Shweta Singh stated to have been solemnized at Kako Temple in the year 2010 stands dissolved and judgment of the Family Court dated 15.06.2016 passed in Matrimonial Case no. 04 of 2015 on the file of Principal Judge, Family Court, Jehanabad stands set aside.

3. Accordingly, the present Miscellaneous Appeal No. 845 of 2016 stands disposed of reserving liberty to the respective parties to file interlocutory application to revise this order in the event of any of the parties violates the terms and conditions narrated in the settlement of agreement dated 23.04.2025.

4. At this stage, on behalf of the appellant a sum of Rs. 5,00,000/- by way of Demand Draft No. 012320 dated 22.04.2025 in favour of the Amrit Rana (minor son of the parties) drawn in Bank of Baroda, Begusarai Branch is handed over to the respondent's counsel.

5. A xerox copy of the Demand Draft shall be



furnished to the Court Master.

6. Court-Master is hereby directed to take the signature of respondent in the file under Office Notes column.

(P. B. Bajanthri, J)

(S. B. Pd. Singh, J)

Ankit/Sushma/-

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