

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.421 of 2023

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Abhinash Singh Son of Sri Dilip Kumar Singh, resident of House No. 12,
Milan Path Bhootnath, P.S. - Kamrup Metro, District - Kamrup (Metro),
Guwahati (Assam).

... .. Appellant/s

Versus

Nirupama Singh Wife of Abhinash Singh, daughter of Sri Krishna Singh,
resident of village- Bangrake Bari, Naya Gaon, P.O. and P.S. Chainpur,
District - Siwan, at present Maharajganj Government Hospital, Maharajganj,
P.O. Maharajganj, District - Siwan.

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr.Anil Chandra
For the Respondent/s : Mr.Abhishek Ranjan

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

Date : 09-07-2025

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
11.04.2025, both the parties i.e. appellant and the
respondent appeared before the Mediation & Conciliation
Center of this Court. The report of the Mediator is kept at
Flag-A which suggests that the dispute between the parties
have been resolved amicably through the process of
mediation on the following terms and conditions:-



“(A) That the Appellant (Abhinash Singh) offered to pay Rs. 20,00,000/- (Rupees Twenty Lakh Only) along with articles (Ear Gold Ring-1, Gold Rings-3) as full and final one time settlement amount to the Opposite Party No.2 (Nirupama Singh). Opposite party No.2 accepted the offer and gave her consent.

(B) The Appellant (Abhinash Singh) has already paid Rs. 5,00,000/- (Rupees Five Lakh) to respondent namely Nirupama Singh, through RTGS cheque No.00025, dated 25.06.2025, i.e. today itself through Bank of Baroda, Pan Bazar, Guwahati Branch, Assam and rest amount of Rs.15,00,000/- (Rupees Fifteen Lakh) along with Ear Gold Ring-1, Gold Rings-3 shall be paid by the appellant in favour of the respondent on or before 15th of July, 2025, through RTGS/Bank Draft.

1. That both the parties have further agreed to withdraw respective cases Civil/Criminal in nature filed against each other after receiving the entire settled amount in the light of settlement of dispute.

2. That the Appellant shall filed a Divorce petition by way of mutual consent



U/s 13 (B) of the Hindu Marriage Act, 1956 at Patna Civil Court within 30 days after giving the entire settled amount in the light of settlement of dispute.

3. That the Respondent shall co-operate in filing the divorce petition by way of mutual consent and appear before the concerned Court as and when required so that the dispute between the parties be settled finally.

4. This settlement between the parties shall be full and final settlement and no party shall claim anything in future against each other, in any manner, whatsoever.

5. That both the parties shall not interfere in personal life of each other.

6. That this memorandum of agreement shall be binding of upon the parties if the above stated conditions are fulfilled.

7. That the above contents of the agreement have been read over and explained to us in Hindi which parties have fully understood and accepted the same.

8. That in the above terms and conditions the present settlement has been



arrived at between the parties and both parties have signed in presence of their learned counsels, who have also put their signature on this agreement.”

4. Both the parties have agreed on the above terms and conditions before the Mediator at the Mediation & Conciliation Center of this Court and no longer interested to pursue the present Miscellaneous Appeal. Family Court judgment & Decree dated 16.05.2023 passed in Divorce Case No. 94 of 2022 stands modified in terms of settlement among the parties in the present case.

5. In that view of the matter, Miscellaneous Appeal No. 421 of 2023 is disposed of in terms of above compromise petition. The compromise petition will form part of the decree in this appeal.

(S. B. Pd. Singh, J)

(P. B. Bajanthri, J)

Shageer/-

AFR/NAFR	NAFR
CAV DATE	01/07/2025
Uploading Date	11/07/2025
Transmission Date	N/A

