

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.168 of 2017

=====

Sumant Kumar S/o Kanti Prasad Sinha, R/o Village Ggonahi, P.S.- Patahi,
District- East Champaran, Presently residing at Mohalla- Chhatauni, P.S.-
Chhatauni, District- East Champaran.

... .. Appellant/s

Versus

Prem Sheela Devi W/o Suant Kumar Daughter of Late Kedar Prasad, resident
of Village Mushachak, P.O. and P.S. Bairginia, District- Sitamarhi.

... .. Respondent/s

=====

Appearance :

For the Appellant/s	:	Mr.Shanshak Kasyap, Adv. Mr.Kumar Gaurav, Adv. Ms.Sheshadri Kumari, Adv. Alongwith party-in- person Mr. Suman Kumar
For the Respondent/s	:	Mr.Samir Mehea, Adv. alongwith party-in-person Ms. Simran Kumari

=====

CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE ALOK KUMAR PANDEY
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE ALOK KUMAR PANDEY)
Date : 30-07-2025

The present appeal is directed against the part of

the judgment and decree dated 19.01.2017 passed by the

Principal Judge, Family Court, East Champaran at Motihari in

Matrimonial Case No. 225 of 2009, whereby and whereunder

the matrimonial case filed by the appellant-petitioner has been

dismissed and direction has been given to appellant-petitioner to

pay a lump sum amount of Rs. 8,000/- to the respondent-wife to

meet the cost of litigation and also directed the appellant-

petitioner to take the respondent-wife along with minor daughter

from her parental home to his home so that both parties may



resume their matrimonial life.

2. On 23.06.2025, this Court passed the following order :

“Parties are present in the Court proceedings.

2. Respective counsels have pursued for amicable settlement for permanent alimony to the wife and certain amount in favour of daughter, educational expenses and at the time of marriage certain financial amount would be assisted.

3. In this regard, Appellant Counsel is hereby directed to prepare a Settlement Deed under Order 23 rule (1). The Joint settlement deed is required to be signed by the parties and identified by the respective counsels along with additional two witnesses. The same shall be prepared and filed on the next date of hearing.

4. Re-list this matter on 07.07.2025.”

3. Learned counsel for the respective parties submitted that parties have settled their dispute in terms of the memorandum of settlement as described in the compromise petition (I. A. No. 1 of 2025) filed under Order XXIII Rule 3,



read with section 151 of Code of Civil Procedure.

4. In the present case, perusal of the records shows that the marriage between the parties took place 02.05.2004 and both parties have lost their best part of life in litigation. It has become cumbersome for both the parties to seek remedy under section 13B of the Hindu Marriage Act, and therefore, in order to avoid any further agony they have decided to dissolve the marriage in the light of terms of settlement between the parties.

5. The terms of settlement has been described in the compromise petition (I.A. No. 01 of 2025), which reads as under :

“1. That, instant joint application is being filed for dissolution of the marriage in terms compromise arrived at between the parties.

2. That this appeal is directed against the Judgment and decree dated 19.01.2017, passed by Sri Sahid Khan, Principal Judge, Family Court, East Champaran at Motihari in Matrimonial Case No. 225/2009 by which he has dismissed the suit directing the husband to pay a lump sum amount of Rs, 8000/- as litigation coast and also directed to take respondent wife along with minor daughter from her parental house to his home so that the two may resume their



matrimonial life.

3. That, after completion of service and appearance of respondent, case was finally listed under heading for admission and it was heard on several dates. Finally on 23.06.2025 and on that day both parties and their daughter were present in court room also. In course of hearing as per the instruction of respective parties, they decided to settle the dispute forever in terms of permanent alimony to the wife and certain amount in favour of daughter, educational expenses and at the time of marriage certain financial amount would be assisted.

4. That in compliance of the aforesaid order, appellant has decided to give Rs. 7,00,000/-(seven lack only) to the wife and daughter as permanent alimony and Rs. 3,00,000/- (three lack only) in the account of daughter for the purpose of her marriage and this amount will be used only for the purpose of marriage of daughter as agreed between the parties.

5. That so far as educational expenses and future marriage expenses of daughter is concerned, to avoid future communication and also for smooth education of daughter, appellant has decided to pay Rs. 2,00,000/- (two lack) for her education. So far as in the



head of future marriage expenses is concern appellant has decided to pay Rs. 3,00,000/- (three lack only). Besides that appellant will not pay anything in future in any head and respondent have also no objection to that extent.

6. That it has been agreed between the parties that whatever amount will be deposited in the account of daughter in two heads shall be used for that purpose only and in future neither -respondent will claim anything from appellant nor appellant is liable to pay singly penny to respondent and daughter.

7. That the parties to appeal became ready to compromise the case without any pressure and coercion and they have put their signature with their free will and consent in presence of two witnesses.

8. That both parties are agreed that both will take step for disposal of Cr. Revision No. 82/2022 arising out of 498 'A' matter which is pending before this Hon'ble Court in terms of amicable settlement arrived at between the parties.

9. That, all the parties will bear the cost of the final decree if required to be made as per law.”

6. It appears that both parties have signed on the



affidavit of the compromise petition describing the terms of settlement which has been identified by their respective counsels. Witnesses from both sides have also signed on the compromise petition.

7. In the light of the aforesaid settlement, the appellant has handed over two cheques bearing cheque nos. 692408 and 692407 amounting to Rs. 8 lakhs and Rs. 7 lakhs respectively, which have been received by the wife and an endorsement to that effect has been made by the learned counsel for the respondent. The wife Prem Sheela Devi and daughter Simran Kumari have also put their signature on the records of the case.

8. In view of the aforesaid development that both the parties have amicably settled their dispute in light of the memorandum of settlement as mentioned above, the judgment and decree dated 19.01.2017 passed by the Principal Judge, Family Court, East Champaran at Motihari in Matrimonial Case No. 225 of 2009 is, hereby, set aside.

9. Registry is directed to prepare the decree accordingly.

10. It is, however, made clear that in case any of the respective parties fails to comply any portion of the joint



memorandum of settlement, then the aggrieved party may file an interlocutory application before this Court for reviving the present miscellaneous appeal.

11. M.A. No. 168 of 2017 stands disposed of.

(P. B. Bajanthri, J)

(Alok Kumar Pandey, J)

mcverma/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	07.08.2025
Transmission Date	

