

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Miscellaneous Appeal No.599 of 2019**

Arti Devi D/o Vinod Kumar Vidyarthi R/o Village- Koeri Bigha, P.s.-  
Barbigaha, Distt.- Sheikhpura

... .. Appellant/s

Versus

Kundan Prasad S/o Sri Kishori Prasad R/o Mohalla- Marpasauna, P.s. and  
Distt.- Sheikhpura.

... .. Respondent/s

**Appearance :**

For the Appellant/s : Mr. Dr. Anjani Pd. Singh, Advocate  
For the Respondent/s : Mr. Pankaj Kumar, Advocate

**CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI**  
**and**  
**HONOURABLE MR. JUSTICE ALOK KUMAR SINHA**  
**ORAL ORDER**

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

15    08-04-2025                      Parties are present in the Court and they have signed  
  
in the office note of the file. Parties have been apprised by the  
  
respective counsels.

2. Learned counsel for the respective parties relied on  
supplementary affidavit on behalf of the respondent, Kundan  
Prasad, along with agreement of Mediation on affidavit dated  
25.02.2025, the same has been furnished along with  
supplementary affidavit on behalf of the respondent dated  
05.03.2025 and it is taken on record.

3. Agreement of Mediation on affidavit reads as  
under :-

*“1. That the appellant and  
respondents wants to live separate to each*



*other.*

*2. That as one time settlement in the matter the opposite party is ready to pay Rs. 4,50,000/- (Four Lakh Fifty Thousand) as final alimony. And the appellant is ready to accept the same.*

*3. That now the all cases pending between the parites deems to ineffective & compromise.*

*4. That the respondent has paid on different dates in Accounts of Arti Devi (the appellant) total Rs. 4,50,000/- (Four Lakh Fifty Thousand) has paid to appellant.*

*5. That now one more case Sheikhpora P.S. Case No. 463/2017 u/s 435 of IPC lodged by Kishori Saw father of the respondent has also compromised and he is ready to withdraw the case pending in Court below in G.R. No. 2661/ 2017 before CJM, Sheikhpora.*

*6. That from today, i.e., 25.02.2025 there is no liabilities upon either party for a penny and free to live separate as per their wish.*

*7. That the content of agreement of mediation on affidavit has been read over by me which I have fully understood the same and statement made therein are true to my knowledge and beliefs”*

4. In the light of the aforementioned development, the present M.A. do not survive for consideration. Resultantly, the judgment dated 11<sup>th</sup> July, 2019 passed in T.S. (Divorce) Case No. 8 of 2018 would not bind on the respective parties in view of latter development to the extent that the parties have entered



into settlement of deed as narrated (supra).

5. Accordingly, the present Misc. Appeal has disposed  
of in terms of the agreement between the parties.

**(P. B. Bajanthri, J)**

**( Alok Kumar Sinha, J)**

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