IN THE HIGH COURT OF JHARKHAND AT RANCHI

First Appeal No. 102 of 2026

Abhishek Kumar Pathak, aged about 35 years, S/o Sri Ram Pravesh Pathak, resident of Village-Mayapur, P.O.-Chatra, P.S.-Sadar, District-Chatra (Jharkhand)

... ... **Appellant/Petitioner**

Versus

Asha Pathak aged about 31 years, W/o Abhishek Kumar Pathak, D/o Sri Gopal Krishna Pathak, resident of Village-Nutan Nagar, P.O. and P.S.-Korra, District-Hazaribag (Jharkhand)

... ... **Respondent/Respondent**

CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE SANJAY PRASAD

For the Appellant : Mr. Anjani Kr. Verma, Advocate
Mr. Shiv Prasad, Advocate
Mr. Arvind Prakash Malakar, Adv
For the Respondent : Mr. Vijay Kumar Sharma, Adv
Ms. Km. Poonam Verma, ADv.

CAV on 17.04.2026 **Pronounced on 24/04/2026**

Per Sujit Narayan Prasad, J.

Prayer:

1. The instant appeal under Section 19(1) of the Family Court Act, 1984 is directed against the order/judgment dated 18.12.2024 and decree signed on 03.01.2025 passed by the learned Principal Judge, Family Court, Chatra in Original Suit No. 11 of 2024, whereby and whereunder, the suit filed by the petitioner-appellant [husband] for dissolution of marriage by decree of divorce u/s 13(1)(i-a) of Hindu Marriage Act, 1955 against respondent/wife, has been dismissed.

Factual Matrix:

2. The brief facts of the case, leading to filing of the divorce petition by the appellant-petitioner, as taken note in the impugned order, emanated from the plaints, needs to be referred herein, which as under:

3. The marriage between the parties was solemnized on 08.12.2020 according to Hindu rites and custom. After marriage, respondent-wife came to her Sasural at village Mayapur and lived for some days properly.

4. However, it is alleged that after sometime, she visited her Maika [paternal house] on 05.10.2021 and returned to her Sasural on 25.11.2021. After returning therefrom, she started quarreling and treated the petitioner-appellant and his family members with cruelty and after quarreling she stopped providing food and used to abuse the petitioner-appellant. The petitioner has further averred that she pressurized petitioner to sell his ancestral land and purchase flat in Hazaribagh in her name so that both can live in Hazaribagh, otherwise she would implicate him in false case.

5. It is stated that the petitioner-appellant is the only son of his parents and he has responsibility of his parents and grandparents also. He has further averred that respondent-wife was not ready to hear anything and she began to pressurize him to give her twelve lakh rupee for

divorce as she did not want to live with him. Thereafter, petitioner arranged twelve lakh rupees and had given her whereupon, she entered into an agreement to the effect that within three months she would file petition for divorce and would return the ornaments, given by her Sasural worth five lakh rupees. It was also written in that agreement that if she would not take divorce within three months, it would be deemed that divorce has taken place. The petitioner has stated that respondent did not adhere to the terms and conditions of the agreement and when petitioner asked in this regard, she became furious and told that she would not give him divorce and would not return him any rupee and ornament. Thereafter, he issued a legal notice whereupon respondent came to her Sasural on 17.05.2022 and again an agreement was prepared on 23.05.2022 in which it was written that both parties would not torture each other and would not do any work which would raise differences between them. She also wrote that she would not have any contact in her *Naihar* except her parents and brother. But, after sometime, again she started to pressurize petitioner to sell his ancestral property and purchase a flat in Hazaribagh in order to live there. On protest, she started abusing and quarreling, as she was not inclined to live in her Sasural at village Mayapur. It is alleged that in the meantime, she became

pregnant but she was not ready to be a mother and on 04.08.2022 she left her Sasural for her Naihar without informing anyone and she got her abortion there.

6. In spite of that, the petitioner-appellant requested her to come to her Sasural but she was not ready to come and then again petitioner-appellant issued a legal notice on 20.03.2023 to return his twelve lakh rupees and ornaments of Rs. 5,00,000/- and to restore her conjugal life with petitioner, but neither any reply was given nor she returned, which clearly revealed that she did not want to live with petitioner.

7. Thereafter, petitioner filed a suit for divorce being O.S. Case No. 36/2023 in which she appeared and the matter was referred to Mediation Centre, where initially the mediation was failed but again after filing of her written statement, the matter was referred to mediation center, where the matter was settled on 12.12.2023 and both parties agreed to live separately and it was also agreed that respondent will take Rs. 3,50,000/- as permanent alimony and both parties agreed to file divorce with mutual consent under section 13B and it was also agreed that on 20.12.2023, the petitioner would return the entire household items to respondent which were given to him at the time of marriage and further the respondent would withdraw her maintenance case at Hazaribagh.

8. Thereafter, petitioner-appellant withdrew his petition for divorce and the same was dismissed as withdrawn but the respondent did not comply the terms and condition arrived between the parties at mediation center, hence the petitioner has filed this case stating therein that the cause of action arose for this case on 13.01.2022 when respondent executed an agreement after taking twelve lakh rupees that she would give divorce to petitioner and she left for her Naihar and no conjugal relation has been established between the parties since 04.08.2022. On the grounds aforesaid, the appellant filed the suit.

9. In pursuance of notice, the Respondent-wife appeared before the learned family court and filed written statement denying the allegation leveled against her. Statement has been made that it is wrong that after marriage she started quarreling and behaving cruelly. It is stated that she never treated the petitioner and his family member with cruelty and she never pressurized petitioner to sell his ancestral land and has never threatened him, rather she always respected her in-laws and grandfather-in-law. She never proposed for taking divorce and it is false that she had taken twelve lakh rupees, rather, it is a conspiracy of the petitioner so that she may leave her matrimonial house and petitioner may perform another marriage with some other. She has further mentioned that although petitioner

and his family members attempted to take her signature on a blank stamp paper, but she never put her signature on any paper and she left for her Naihar due to the cruel behaviour of the family member of her Sasural. She has further mentioned that the alleged fact written in the so-called agreement that within three months if she would not give divorce, the same would be deemed that she had given divorce is totally false, fabricated and in this way no such divorce is done and this fact is known to the parties and thus such document is forged by the petitioner. She has further mentioned that she had never taken twelve lakh rupees from petitioner and had never usurped the ornament of the petitioner and if it is so the petitioner should have filed criminal case against her, but no such case has been filed. She has further mentioned that she put her signature on agreement of 23.05.2022 so that her conjugal life may be pleasant but again she became the prey of conspiracy of the family member of her Sasural and she was driven out from her Sasural.

10. In the written statement, she denied that she was ever pregnant and aborted and further she never told petitioner that she was not ready to be a mother of his child. She never wanted divorce and it is wrong to say that she never wanted to live with petitioner, rather she is ready even today to live with him. Further she under pressure of

petitioner-appellant and his family members, put her signature in mediation center for divorce but she did not get opportunity to understand and later on when she realized that her whole life will be ruined by divorce, she decided to live with her husband and since she is legally wedded wife of petitioner, she wants to live with him her whole life. She has further stated that it is totally false that she had taken twelve lakh rupees and executed agreement, rather it is totally false, imaginary and under the conspiracy, the said agreement was prepared.

11. She has further mentioned that she wants to live with petitioner as his wife and matrimonial bond is a secret bond and it is petitioner and his family member, who subjected her to cruelty, but still she had shown her strong desire to live with the petitioner-appellant.

12. On the basis of the pleadings of both the parties, the learned family court framed the issue as to whether the petitioner, the appellant herein [husband], is entitled for a decree of divorce on the ground of cruelty, and accordingly evidence was adduced on behalf of parties.

13. The learned Principal Judge, family court, after appreciating the evidence adduced on behalf of parties, hold that plaintiff/petitioner Abhishek Kumar Pathak has not been able to prove his case against the respondent even to the extent of preponderance of probabilities,

accordingly he is not entitled to a decree as claimed for and the suit was dismissed, against which, the instant appeal has been preferred.

Submission of the learned counsel for the appellant:

14. It has been contended on behalf of the appellant that the factual aspect which was available before the learned family court supported by the evidences adduced on behalf of the appellant has not properly been considered and as such, the judgment impugned is perverse, hence, not sustainable in the eyes of law.

15. Submission has been made that the learned court below has not appreciated the fact that in earlier round of ligation, i.e., in Original Application No. O.S. Case No. 36/2023 in which she appeared, the matter was referred to Mediation Centre, where the matter was settled on 12.12.2023 and both parties agreed to live separately and it was also agreed that respondent will take Rs. 3,50,000/- as permanent alimony and both parties were also agreed to file divorce by mutual consent under section 13B and it was also agreed that on 20.12.2023, the petitioner would return the entire household items to respondent which were given to him at the time of marriage and further the respondent would withdraw her maintenance case at Hazaribagh. On the pretext of the agreement arrived at between the parties, the petitioner-appellant withdrew his

petition for divorce which was dismissed as withdrawn. But after withdrawal of the Original Application, the respondent-wife did not comply the terms and condition arrived between the parties at mediation center.

16. It has been submitted that thereafter again the appellant filed original application, which is the subject matter of instant appeal, but the learned family court did not consider the fact that the respondent again and again had disregarded the agreement entered into between the parties and she even did not adhere to the agreement which was entered before the mediator before the earlier round of litigation.

17. Further, the learned family court did not consider the fact that the appellant was subjected to cruelty at the hands of respondents due to personal ego, superiority complex of being brought up in Hazaribag Town and dissatisfaction of being married with petitioner residing in a village area.

18. Further, the respondent-wife used to pressurize the appellant to live separately from his parents at Hazaribagh, after selling the paternal property, which the appellant refused as he is the only son and he has to shoulder responsibility of taking care of his old ageing parents. Such act of respondents caused mental cruelty to the appellant, but this aspect of the matter has not been taken into consideration by learned family judge.

19. Submission has been made that the judgment passed by learned court below is perverse in the eye of law as the wife has committed cruelty towards the appellant-husband for the reasons aforesaid

20. Learned counsel for the appellant, based upon the aforesaid grounds, has submitted that the judgment impugned suffers from perversity, as such, is not sustainable in the eyes of law.

Submission of the learned counsel for the respondent:

21. *Per contra*, learned counsel appearing for the respondent-wife, while defending the impugned judgment, has submitted that there is no error in the impugned judgment. The learned Principal Judge has considered the issue of cruelty and having come to the conclusion that no evidence has been adduced to establish cruelty has dismissed the suit, which requires no interference.

22. Submission has been made that she never treated the petitioner and his family member with cruelty and she never pressurized petitioner to sell his ancestral land and has never threatened him, rather she always respected to her in-laws and grand father-in-law. She never proposed for taking divorce and it is false that she had taken twelve lakh rupees, rather it is a conspiracy of petitioner so that she may leave her matrimonial house and petitioner may perform his remarriage with some other.

23. It has further been submitted that it is the appellant who attempted to take her signature on a blank stamp paper, but she never put her signature on any paper and she left for her Naihar due to the cruel behaviour of the family member of her Sasural.

24. She has further mentioned that the alleged fact written in the alleged agreement that within three months if she would not give divorce, the same would be deemed that she had given divorce is totally false. It has further been submitted that the respondent never took twelve lakh rupees from petitioner-appellant and had never usurped the ornament of petitioner-appellant.

25. Learned counsel for the respondent has further submitted that it is admitted fact that she put her signature on agreement of 23.05.2022 so that her conjugal life may be pleasant but again she became the prey of conspiracy of the family member of her Sasural and she was driven out from her Sasural.

26. Learned counsel for the respondent has further stated that under pressure of petitioner and his family members, she put her signature in mediation center for divorce but she did not get opportunity to understand and later on when she realized that her whole life will be ruined by divorce, she decided to live with her husband and since she is

legally wedded wife of petitioner, she wants to live with him her whole life.

27. Learned counsel, based upon the aforesaid ground, has submitted that if on that pretext, the factum of cruelty has not been found to be established, based upon which the decree of divorce has been refused to be granted, the impugned judgment cannot be said to suffer from error.

Analysis:

28. This Court has heard the learned counsel for the parties and gone through the finding recorded by the learned Family Judge in the impugned judgment.

29. The admitted fact herein is that the suit for divorce has been filed on the ground of cruelty, by filing an application under Section 13 (1) (i-a) of the Hindu Marriage Act, 1955 and accordingly, issues have been framed and decided against the petitioner-appellant.

30. The evidence has been led on behalf of both the parties.

31. On behalf of petitioner-husband, five witnesses have been examined. P.W. 1-Abhishek Kumar Pathak, the petitioner-appellant himself; P.W. 2-Sandeep Singh, friend of father of the petitioner; P.W. 3-Rajendra Singh, neighbor of petitioner; P.W. 4-Prabhat Ranjan Singh, friend of the father of petitioner and P.W. 5-Ram Pravesh Pathak, father of the petitioner. Besides oral evidence documentary evidence has also been produced. The Original paper of

agreement dated 13.01.2022 on which respondent Asha Pathak put her signature [Ext. 1]; Signature of petitioner on the plaint [Ext. 2] and Short signature of Advocate Shri Shakti Kumar Singh on the plaint [Ext. 2/1].

32. In support of her case, the respondent-wife has examined three witnesses, namely, R.W. 1-Bitu Kumar Sharma, tenant of the house of father of respondent; R.W. 2-Sadhna Devi, elder sister of respondent and R.W. 3- Asha Pathak, respondent herself. Besides oral evidence, some documentary evidence has also been adduced. Ext. A is Signature of respondent on her written statement; Ext. B is the Prescription dated 13.12.2023 of Shekh Bhikhari Medical College Hospital, Hazaribagh (with objection) and Ext. C and C/1 are two photographs of the left injured leg of respondent, who met in an accident on 13.12.2023 (with objection).

33. This Court in order to appreciate the testimony available on record has gone through the testimonies of the witnesses, as recorded in the impugned order.

34. **PW-1-Abhishek Kumar Pathak**, has stated in his affidavited examination-in-chief that his marriage was performed with respondent on 08.12.2020 according to Hindu rites and custom. After marriage, his wife came to her marital home at village Mayapur and she visited several times to her Naihar, but after coming from her

Naihar on 25.11.2021, she started quarreling and treating the petitioner and his family members with cruelty. She used to abuse petitioner and pressurize him to sell his ancestral properties and purchase a flat in Hazaribagh in her name so that both parties may live together. She pressurized him to leave his parents and to live with her in Hazaribagh. When she did not ready to hear the petitioner, she started pressurizing him to give twelve lakh rupees for divorce and thereafter petitioner managed twelve lakh rupees and had given to respondent and an agreement was executed that within three months she would proceed for divorce and return the ornaments of Rs. 5 lakh. The said agreement has been marked as Ext. 1 on his identification. He has further stated that she did not comply the terms and condition of agreement and she flatly refused. Thereafter, petitioner issued legal notice and then again respondent returned to her Sasural and again an agreement was executed on 23.05.2022, in which she agreed that she would not torture anyone and would live in her Sasural and perform her duty of his wife and daughter-in-law, but after some days again she started pressurizing him to sell his ancestral land and purchased a flat in Hazaribagh and she started cruelty. She became pregnant but without informing anyone she left for her Naihar and got her child aborted and she was not ready to

return her Sasural, then a notice was sent on 20.03.2023, but the same was not replied and then petitioner filed a suit for divorce being O.S. Case No. 36/2023, in which during mediation both parties agreed to live separately and total alimony of Rs. 3,50,000/- was agreed to be given to respondent and it was also agreed that both parties would file divorce with mutual consent till 21.12.2023 and hence the said suit was withdrawn by petitioner but again she did not comply the term and condition arrived at between the parties at mediation center and then petitioner has filed this case for divorce. He has identified his signature and the signature of his learned counsel on petition which has been marked Ext. 2 and 2/1.

35. In his cross-examination, he has stated that before marriage, he had verified about the respondent Asha Pathak. His father had gone to the house of Asha Pathak for negotiation of the marriage. He has further stated that after quarreling, respondent used to stop providing food. He has further stated that he is a farmer and his father is a Pandit, who performs the rituals. He has further stated that Asha Pathak used to torture him for purchasing a flat in Hazaribagh, but he had no money, hence he did not purchase the flat. He has stated that the agreement is not registered and it was not written before the Registrar. The agreement was written in Chatra Court, but he does not

know who wrote the agreement. The witnesses were not present at the time of preparation of agreement in Chatra Court. He had given cash of Rs. 12,00,000/- but he cannot say that from whom he had borrowed the money. He has further stated that he did not file any petition for restitution of his conjugal rights. He has denied that agreement is forged and fabricated. He has denied that he pressurized Asha Pathak for taking divorce. He has denied that Asha Pathak had never aborted her child. He has stated that he is ready to keep his wife, if she is ready.

36. **PW-2, Sandeep Singh** is the friend of the father of petitioner. He has stated the similar facts in his affidavited examination-in-chief what PW-1 has stated.

37. In his cross-examination, he has stated that respondent Asha Pathak lived about three months peacefully after her marriage. No quarrel had taken place in his presence. He cannot tell when respondent had gone to her Naihar. Asha Pathak had never assaulted petitioner in his presence and had never treated petitioner and his father with cruelty in his presence. He has further stated that agreement was prepared in Civil Court regarding giving money and at that time Asha Pathak and her father were present. He has further stated that he cannot tell from where petitioner had managed the rupees.

38. **PW-3, Rajendra Singh** is the close neighbor of petitioner. He has stated the similar facts in his affidavited examination-in-chief what PW-1 has stated.

39. In his cross-examination he has stated that Asha Pathak had never assaulted petitioner in his presence. She had never treated petitioner with cruelty in his presence. He was told by the father of petitioner that Asha Pathak wanted that her husband should purchase a flat in Hazaribagh. Agreement was prepared in old Court, where the father of Abhishek and Asha Pathak were present.

40. **PW-4, Prabhat Ranjan Singh** is the friend of father of petitioner. He has stated the similar facts in his affidavited examination-in-chief what PW-1 has stated.

41. In his cross-examination, he has stated that on 13.01.2022 Asha Pathak told to purchase a flat in Hazaribagh. He has stated that the father of Abhishek told him that agreement was prepared in Court. He has admitted that agreement was not prepared in his presence. He has further admitted that he had never seen that Asha Pathak had subjected petitioner and his family members to cruelty. In Court question, he has stated that after taking money of Rs. 12,00,000/-, Asha Pathak had not returned to her Sasural and he had never seen her living in her Sasural. Abhishek Pathak had not filed any case for his twelve lakh rupees.

42. **PW-5, Ram Pravesh Pathak** is the father of petitioner. He has also stated the similar facts in his affidavited examination-in-chief what PW-1 has stated. He has identified the signature of petitioner on agreement dated 13.01.2022 which has been marked as Ext. 1/1. He has identified the signature of Prabhat Ranjan Singh and Rajendra Singh, which has been marked as Ext. 1/2 & 1/3 with objection. He has identified the signature of draft maker Vijay Kumar Singh, which has been marked Ext. 1/4 with objection.

43. In his cross-examination, he has stated that agreement was prepared in the Court but Asha Pathak had put her signature on agreement in her Sasural. It is true that no signature of the family member of her Naihar is there on the agreement. He has further stated that petitioner has not mentioned that from where he brought the rupee and had given. He has further admitted that his son had never filed any case for restitution of conjugal rights against his wife. He has further stated that no case has been filed against Asha Pathak regarding her cruel behaviour. He has further stated that there is no name of witness in plaint in whose presence Asha Pathak told about purchasing the flat and living alone there. He has admitted that Asha Pathak had not filed case against them. He has also stated that no case has been filed

against Asha Pathak that she had taken twelve lakh rupees. He has further stated that at the time of preparation of agreement in Court, Asha Pathak was in her Sasural. The said Agreement was typed, but he cannot say the name of Typist. He has denied that the signature of Asha Pathak is forged in the said agreement. He has further stated that no document has been filed regarding the abortion of Asha Pathak. He has denied that he and his son had treated the respondent with cruelty so that she fled away. He has denied that he had bad eyes on Asha Pathak. He has also denied that under a conspiracy he prepared a false document so that she fled away and he may perform the second marriage of his son.

44. **RW-1, Bitu Kumar Sharma** is the tenant in the house of father of respondent. He has supported the facts stated by RW-3 in his affidavited examination-in-chief.

45. In his cross-examination, he has stated that no occurrence was taken place in his presence. He has stated what he has been told by Asha Pathak. No agreement was prepared in his presence. Asha Pathak is ready to live in her Sasural, but she should be kept properly.

46. **RW-2, Sadhna Devi** is the elder sister of respondent. She has stated the similar facts in her affidavited examination-in-chief what RW-3 has stated. In her cross-examination, she has stated that petitioner Abhishek Pathak pelted

stone in her Sasural and his language was not proper. She has denied that her sister had taken twelve lakh rupees from petitioner for divorce. She has denied that Asha Pathak pressurized her husband to purchase a flat in Hazaribagh rather her sister was tortured by her husband.

47. **RW-3 is the respondent Asha Pathak** herself. She has stated in her affidavited examination-in-chief that her marriage was performed with Abhishek Kumar Pathak on 08.12.2020. Her father had given cash and kind in her marriage, but in her Sasural she was tortured. She never pressurized in her Sasural to sell any land, rather she always lived there as an ideal woman and she had given her best services to her husband and in-laws and grandfather-in-law. She never offered for taking divorce but the behavior of her husband and in-laws was not good towards her and she does not believe them and they may kill her any time if she would live with them. She denied that she was given twelve lakh rupees on 13.01.2022 and she left her matrimonial home. She has further stated that her signature was forged and a false agreement was prepared that she had taken twelve lakh rupees and, would give divorce within three months. She has further stated that if petitioner and her father-in-law undertake that they would not torture her and her father-in-law also undertakes that he would not have bad eye on her, she is

ready to live with her husband. She has further stated that her signature was taken in mediation under pressure during O.S. Case No. 36/2023 and on 13.12.2023 she had to appear before the Court but as she met with an accident and she was hospitalized in Shekh Bhikhari Hospital, Hazaribagh, hence she could not come to Court and O.S. No. 36/2023 was disposed of. She has identified her signature on written statement, which has been marked as Ext. A. She has also identified medical prescription and two photographs of her injury in her leg, which have been marked as Ext. B, C & C/1. In her cross-examination, she has stated that during mediation her father was also present. She has further stated that she did not file any complaint against the pressure during the mediation in previous suit, as she got her accident and she was hospitalized for one day. She has further stated that her husband is a liar, hence she does not want to live with him. She has denied that she had taken twelve lakh rupees for divorce. She has denied that she had got abortion. She has also denied that she does not want to live with her husband.

48. On the basis of the pleading of the parties the learned Principal Family Judge had framed issues for proper determination of the *lis,* and after due appreciation of the ocular as well as documentary evidence had negated the

claim of the husband/appellant and observed that the petitioner/husband has totally failed to prove and establish the allegation of cruelty and desertion on the part of wife for dissolution of marriage.

49. Herein, the learned counsel for the appellant has argued that the evidence of cruelty has not properly been considered and further agreement dated 23.05.2022 entered before the mediator has not been respected by the respondent-wife and as such, the judgment suffers from perversity, hence, not sustainable in the eyes of law.

50. While on the other hand, argument has been advanced on behalf of the respondent that the judgment is well considered and the learned family court has rightly come to the conclusion by denying the decree of suit of divorce in favour of petitioner-husband accordingly, dismissed the suit which requires no interference by this Court.

51. From the pleadings available on record and the arguments advanced on behalf of parties, the issue which requires consideration is as to:

> ***"****Whether the judgment and decree passed by the learned family court denying the decree of divorce on the ground of cruelty under Section 13(1)(ia) of the Hindu Marriage Act and/or on the ground of curelty under Section 13(1)(ia) requires interference?"*

52. This Court, while appreciating the argument advanced on behalf of the parties on the issue of perversity, needs to refer herein the interpretation of the word “perverse” as has been interpreted by the Hon'ble Apex Court which means that there is no evidence or erroneous consideration of the evidence. The Hon'ble Apex Court in ***Arulvelu and Anr. vs. State [Represented by the Public Prosecutor] and Anr., (2009) 10 SCC 206*** while elaborately discussing the word perverse has held that it is, no doubt, true that if a finding of fact is arrived at by ignoring or excluding relevant material or by taking into consideration irrelevant material or if the finding so outrageously defies logic as to suffer from the vice of irrationality incurring the blame of being perverse, then, the finding is rendered infirm in law. Relevant paragraphs, i.e., paras-24, 25, 26 and 27 of the said judgment reads as under:

> ***“24.*** *The expression “perverse” has been dealt with in a number of cases. In Gaya Din v. Hanuman Prasad [(2001) 1 SCC 501] this Court observed that the expression “perverse” means that the findings of the subordinate authority are not supported by the evidence brought on record or they are against the law or suffer from the vice of procedural irregularity.*
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> ***25.*** *In Parry's (Calcutta) Employees' Union v. Parry & Co. Ltd. [AIR 1966 Cal 31] the Court observed that “perverse finding” means a finding which is not only against the weight of evidence but is altogether against the evidence itself. In Triveni Rubber & Plastics v. CCE [1994 Supp (3) SCC 665 : AIR 1994 SC 1341] the Court observed that this is not a case*

where it can be said that the findings of the authorities are based on no evidence or that they are so perverse that no reasonable person would have arrived at those findings.

26. *In M.S. Narayanagouda v. Girijamma [AIR 1977 Kant 58] the Court observed that any order made in conscious violation of pleading and law is a perverse order. In Moffett v. Gough [(1878) 1 LR 1r 331] the Court observed that a "perverse verdict" may probably be defined as one that is not only against the weight of evidence but is altogether against the evidence. In Godfrey v. Godfrey [106 NW 814] the Court defined "perverse" as turned the wrong way, not right; distorted from the right; turned away or deviating from what is right, proper, correct, etc.*

27. *The expression "perverse" has been defined by various dictionaries in the following manner:*

1. Oxford Advanced Learner's Dictionary of Current English, 6th Edn.

"Perverse.—Showing deliberate determination to behave in a way that most people think is wrong, unacceptable or unreasonable."

2. Longman Dictionary of Contemporary English, International Edn.

Perverse.—Deliberately departing from what is normal and reasonable.

3. The New Oxford Dictionary of English, 1998 Edn.

Perverse.—Law (of a verdict) against the weight of evidence or the direction of the judge on a point of law.

4. The New Lexicon Webster's Dictionary of the English Language (Deluxe Encyclopedic Edn.)

Perverse.—Purposely deviating from accepted or expected behavior or opinion; wicked or wayward; stubborn; cross or petulant.

5. Stroud's Judicial Dictionary of Words & Phrases, 4th Edn.

"Perverse.—A perverse verdict may probably be defined as one that is not only against the weight of evidence but is altogether against the evidence."

53. Herein, cruelty has been taken by the appellant as the main ground for dissolution of marriage.

54. So far the allegation of cruelty is concerned, it requires to refer herein the definition of '*cruelty'* as has been defined by Hon'ble Apex in the judgment rendered in ***Dr. N.G. Dastane Vs. Mrs. S. Dastane [(1975) 2 SCC 326],*** wherein it has been held that the Court is to enquire as to whether the charge as cruelty, is of such a character, as to cause in the mind of the petitioner, a reasonable apprehension that, it will be harmful or injurious for him to live with the respondent.

55. The cruelty has also been defined in the case of ***Shobha Rani Vs. Madhukar Reddi [(1988) 1 SCC 105],*** wherein the wife alleged that the husband and his parents demanded dowry. The Hon'ble Apex Court emphasized that "cruelty" can have no fixed definition.

56. According to the Hon'ble Apex Court, "cruelty" is the "conduct in relation to or in respect of matrimonial conduct in respect of matrimonial duties and obligations". It is the conduct which adversely affects the spouse. Such cruelty can be either "mental" or "physical", intentional or unintentional. For example, unintentionally waking your spouse up in the middle of the night may be mental cruelty; intention is not an essential element of cruelty but

it may be present. Physical cruelty is less ambiguous and more “a question of fact and degree.”

57. The Hon’ble Apex Court has further observed therein that while dealing with such complaints of cruelty that it is important for the Court to not search for a standard in life, since cruelty in one case may not be cruelty in another case. What must be considered include the kind of life the parties are used to, “their economic and social conditions”, and the “culture and human values to which they attach importance.”

58. The nature of allegations need not only be illegal conduct such as asking for dowry. Making allegations against the spouse in the written statement filed before the court in judicial proceedings may also be held to constitute cruelty.

59. In ***V. Bhagat vs. D. Bhagat (Mrs.), (1994)1 SCC 337***, the wife alleged in her written statement that her husband was suffering from “mental problems and paranoid disorder”. The wife’s lawyer also levelled allegations of “lunacy” and “insanity” against the husband and his family while he was conducting cross-examination. The Hon‟ble Apex Court held these allegations against the husband to constitute “cruelty”.

60. In ***Vijay kumar Ramchandra Bhate v. Neela Vijay Kumar Bhate, (2003)6 SCC 334*** the Hon’ble Apex Court has observed by taking into consideration the allegations

levelled by the husband in his written statement that his wife was “unchaste” and had indecent familiarity with a person outside wedlock and that his wife was having an extramarital affair. These allegations, given the context of an educated Indian woman, were held to constitute “cruelty” itself.

61. The Hon‟ble Apex Court in ***Joydeep Majumdar v. Bharti Jaiswal Majumdar, (2021) 3 SCC 742***, has been pleased to observe that while judging whether the conduct is cruel or not, what has to be seen is whether that conduct, which is sustained over a period of time, renders the life of the spouse so miserable as to make it unreasonable to make one live with the other. The conduct may take the form of abusive or humiliating treatment, causing mental pain and anguish, torturing the spouse, etc. The conduct complained of must be “grave” and “weighty” and trivial irritations and normal wear and tear of marriage would not constitute mental cruelty as a ground for divorce.

62. This Court in the touchstone of the principles laid down in the judgment, as referred hereinabove, is going into the factual aspect vis-à-vis testimonies to see as to whether the materials available on record are sufficient to constitute cruelty entitling the petitioner to a get a decree of divorce.

63. In the present case, admittedly the marriage of the petitioner was solemnized with respondent on 08.12.2020 and after the marriage respondent went to her Sasural.

64. The main allegation against the respondent is that she pressurized petitioner to purchase a flat in Hazaribagh so that she may live with him in Hazaribagh, but the petitioner has nowhere stated that respondent did not want to live with him. He has alleged that respondent wanted that petitioner should purchase flat in Hazaribagh and live with her and when petitioner was not ready, she had taken twelve lakh rupees on 13.01.2022 and had executed an agreement that she would give divorce him within three months, but she failed.

65. This Court, on perusal of the pleadings available on record and the impugned order, has found from the pleading and evidence of petitioner that on issuing legal notice, respondent returned on 17.05.2022 and began to live with petitioner which also revealed that there was cordial relation between both the parties even though there was allegation that respondent had taken twelve lakh rupees for divorce. Furthermore, it is apparent that appellant-petitioner had never taken recourse for recovery of his twelve lakh rupees. Even allegedly after the alleged agreement dated 13.01.2022, the respondent returned to her Sasural on 17.05.2022 and it is alleged that another

agreement dated 23.05.2022 was prepared between both the parties on a stamp paper in which both the parties assured that they would not torture each other and respondent would live peacefully and perform her duties of a wife, but admittedly no whisper has been made in the said subsequent agreement regarding taking of any rupee earlier by respondent from petitioner, which also casts cloud on the agreement dated 13.01.2022 regarding the story of taking rupee/money by respondent.

66. Though allegation has been made by the respondent that by forging her signature, the agreement dated 13.01.2022 has been prepared by the petitioner.

67. However, earlier to the present litigation, the petitioner had filed O.S. Case No. 36/2023 which was sent to Mediation Center where both parties agreed that petitioner would give Rs. 3.5 Lakh to respondent as permanent alimony and they would file divorce with mutual consent but it has been disputed by respondent stating that she never wanted divorce and is always ready to live with the petitioner and she was under pressure during mediation. She has further specifically stated that she wanted to file objection but just on the next day of mediation i.e. on 13.12.2023 she met with an accident in Hazaribagh and she sustained injury in her leg and she was admitted in Shekh Bhikhari Medical College Hospital, Hazaribagh,

hence she could not come to Court to file objection and she came to know that the case was disposed of. In this regard, she has filed medical prescription of Shekh Bhikhari Medical College Hazaribagh dated 13.12.2023 which has been marked Ext. B and she has also filed two photographs of her leg injury which have been marked as Ext. C & C/1. Her such version remained in-tact in cross-examination.

68. Further, it is apparent from record that the said agreement arrived between the parties at Mediation Center was not acted upon as respondent was not paid any money and she never filed joint petition for divorce with mutual consent rather she has made objection that she was under pressure during mediation and she never wanted divorce and even today she is ready to live with petitioner.

69. It is settled position of law that an agreement signed before the mediator in a family court is legally binding, final and enforceable but such agreement must be voluntary but admitted it was under duress.

70. So far as the issue of cruelty is concerned, even the witnesses examined on behalf of petitioner, have clearly admitted in their evidence that they had not seen that respondent had ever treated the petitioner with cruelty. Further, petitioner has not mentioned in his petition as

well as in his evidence regarding any physical cruelty caused by respondent and he himself has admitted in his evidence that he is ready to keep his wife, meaning thereby that it cannot be said that nothing is left between the parties and they cannot live together or there is no hope of their reunion.

71. Even the petitioner-appellant could not prove the allegation regarding pregnancy of respondent and her abortion by any cogent and reliable evidences and hence considering the entire evidences of petitioner and his witnesses as well as considering the entire material, it is apparent that petitioner has failed to prove the allegation of cruelty meted out by the respondent within the purview of Section 13(1)(ia) of the Act.

72. From the discussions made hereinabove, it is evident that no cruelty has been meted out to the appellant-husband by the respondent-wife rather it is the appellant-husband who tortured the respondent-wife by making false allegations and filing one case and another.

73. On the basis of the discussion made hereinabove, this Court is of the considered view that the appellant/husband has failed to brought any cogent evidence on record in order to establish the alleged cruelty by the respondent/wife as such the behaviour of the

respondent wife as alleged, does not amount to cruelty justifying dissolution of the marriage.

74. Accordingly, issue as framed by this Court is decided against the appellant-husband and it is held that the judgment and decree passed by the learned family court, denying the decree of divorce passed to the appellant-husband on the ground of cruelty under Section 13(1)(ia) of the Hindu Marriage Act, requires no interference by this Court.

75. This Court, based upon the aforesaid discussion, is of the view that the appellant/petitioner has also failed to establish the element of perversity in the impugned judgment as per the discussion made hereinabove, as such, this Court do not find any merit in the appeal.

76. Accordingly, the instant appeal fails and is dismissed.

77. Pending interlocutory application(s), if any, also stands disposed of.

I Agree **(Sujit Narayan Prasad, J.)**

(Sanjay Prasad, J.) **(Sanjay Prasad, J.)**

24th April, 2026

A.F.R.
Alankar/
Uploaded on 24.04.2026