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HIGH COURT OF CHHATTISGARH AT BILASPUR

FA(MAT) No. 105 of 2024

- Chandrahas Dewangan S/o Vishal Dewangan Aged About 32 Years R/o Village- Ward No. 05, Bartunga, Tahsil- Pithaura, Dist. Mahasamund, C.G.

... Appellant/ Plaintiff

versus

- Triveni Dewangan W/o Chandrahas Dewangan, D/o Tulsi Ram Dewangan Aged About 31 Years R/o Behind Of Garden, Ward No. 11, Nayapara, Mahasamund, Police Station And Tahsil And Dist.- Mahasamund, C.G.

... Respondent/ Defendant

For Appellant	:	Mr. Anand Kesharwani, Advocate
For Respondent	:	Mr. Shubhank Tiwari, Advocate

Division Bench
Hon'ble Shri Parth Prateem Sahu, Judge
Hon'ble Smt Sushma Sawant, Judge

ORDER ON BOARD

Per Parth Prateem Sahu, Judge

04/11/2026

1. This appeal under Section 19(1) of the Family Courts Act, 1984 (for short “Act of 1984”) is filed by appellant against the impugned judgment and decree passed in Civil Suit No. 66-A/2022 dated 20.12.2023 by learned Judge, Family Court, Mahasamund, whereby the suit/ application filed by appellant under Section 13(1) of the Hindu Marriage Act, 1955 (for short “Act of 1955”) seeking decree of divorce was dismissed.

2. Brief facts of the case, necessary for disposal of the present appeal, are that the marriage between the appellant/husband and respondent/wife was

solemnized on 14.04.2017 at Mahasamund according to Hindu rites and customs. Out of their wedlock, one son, namely, Nitesh Dewangan, was born. Due to matrimonial disputes, parties started living separately. The appellant/husband filed an application under Section 13(1) of the Act of 1955 before the learned Family Court seeking dissolution of marriage by a decree of divorce. The said application was contested by the respondent/wife.

3. The learned Family Court, after considering the pleadings and evidence adduced by the parties, dismissed the application vide impugned judgment and decree dated 20.12.2023. Being aggrieved, the appellant/husband preferred the present appeal.

4. During pendency of the appeal, when the parties expressed their willingness to resolve their matrimonial dispute amicably, this Court, vide order dated 13.10.2026, referred the matter to the Mediation Centre of this Court. Accordingly, mediation proceedings were conducted on 13.10.2026 in Mediation Case No. R.No. M/1208/2026, wherein the parties voluntarily arrived at a settlement. The relevant terms of settlement, as recorded in the mediation proceedings, are reproduced hereinbelow:

समझौता की शर्तें :

- उभयपक्ष आपसी सहमति से दिनांक 14.04.2017 को संपादित विवाह को समाप्त करते हैं।
- आवेदक चंद्रहास देवांगन के पास अनावेदिका त्रिवेणी देवांगन का कोई भी आभूषण अथवा वैवाहिक उपहार (सोने-चाँदी) का उपलब्ध नहीं है, अतः आवेदक किसी प्रकार के आभूषण की वापसी हेतु उत्तरदायी नहीं रहेगा।
- अनावेदिका त्रिवेणी देवांगन वर्तमान में महासमुंद जिले में आंगनबाड़ी सहायिका के पद पर पदस्थ एवं कार्यरत है तथा वह अपना जीवन यापन करने हेतु सक्षम है। अतः अनावेदिका किसी भी प्रकार का स्थायी/अस्थायी भरण-पोषण नहीं चाहती है तथा आवेदक की चल-अचल संपत्ति में अपना हक अथवा दावा छोड़ रही है।

- उभयपक्ष के संसर्ग से उनका एक मात्र पुत्र नितेश देवांगन है, जिसकी वर्तमान आयु 08 वर्ष है, जो अनावेदिका त्रिवेणी देवांगन के साथ रहकर महासमुंद जिले में प्राथमिक शिक्षा ग्रहण कर रहा है। उभयपक्ष की सहमति से अनावेदिका अपने उक्त एक मात्र पुत्र की अभिभावकता आवेदक चंद्रहास देवांगन को सौंप रही है तथा आवेदक उसकी पूर्ण शिक्षा-दीक्षा एवं देख-रेख कर अपने साथ रखने को तैयार है।
- वर्तमान में उभयपक्ष द्वारा बताये अनुसार इस विचाराधीन प्रकरण के अलावा उभयपक्ष के मध्य अन्य कोई न्यायालयीन प्रकरण लंबित अथवा विचाराधीन नहीं है।
- इस समझौतानामा के निष्पादन पश्चात उभयपक्ष का एकमात्र पुत्र नितेश देवांगन अब आवेदक चंद्रहास देवांगन सहित अपने दादा-दादी के साथ रहकर शिक्षा-दीक्षा ग्रहण करेगा। आवेदक बालक को समीपस्थ उत्तम श्रेणी के विद्यालय में दाखिला दिलवाएगा तथा शिक्षा के अलावा अन्य नैसर्गिक अपेक्षाओं की पूर्ति पूर्ण निष्ठा एवं ईमानदारी के साथ संपादित करेगा।
- आवेदक अपने पुत्र नितेश देवांगन को अनावेदिका से सप्ताह में 03 से 04 बार वीडियो कॉल के माध्यम से बातचीत करवाएगा तथा जब कभी भी अनावेदिका अपने पुत्र से मिलने की इच्छा व्यक्त करेगी तो वह अनावेदिका की सुविधा अनुसार उसके बताए स्थान पर पुत्र नितेश देवांगन से मुलाकात करवाएगा तथा इस कार्य में कोई हीला-हवाला नहीं करेगा।
- उभयपक्ष समय-समय पर मांगलिक एवं सामाजिक अवसर पर एक-दूसरे को परस्पर आपसी सहमति से आमंत्रित कर सकेंगे।
- उभयपक्ष इस समझौता पत्र की शर्तों से सहमत हैं एवं पालन के लिए कटिबद्ध हैं। समझौता पत्र में दी गई शर्तों को उन्होंने अपनी स्वयं की स्वेच्छापूर्वक आपसी सहमति व बिना किसी दबाव, भय एवं लालच के स्वीकार किया है।

5. In view of the aforesaid settlement, the parties jointly filed an application under Section 13-B of the Act of 1955 on 28.10.2026, seeking dissolution of their marriage by mutual consent. It was stated therein that their marriage was solemnized on 14.04.2017 and they have been living separately since April, 2018. Due to mutual differences, there is no possibility of their living together as husband and wife. They further stated that their decision was voluntary and without any coercion or pressure. The

parties also filed a joint application for grant of divorce on the basis of the aforesaid compromise.

6. On 28.10.2026, when the parties appeared before this Court along with their respective counsel, it was jointly submitted that they had arrived at an amicable settlement during mediation proceedings dated 13.10.2026 and had filed a joint application for grant of divorce by mutual consent. They further affirmed that they continued to abide by the terms and conditions of the settlement. Considering the facts and circumstances of the case, instead of relegating the parties to initiate fresh proceedings, this Court directed them to appear before the Registrar (Judicial) for recording their statements on the same day.

7. Pursuant to the aforesaid direction, statements of both the parties were recorded before the Registrar (Judicial) on 28.10.2026. In their respective statements, both parties stated and affirmed that they had voluntarily entered into the settlement dated 13.10.2026 after understanding its terms and conditions and without any pressure, fear, inducement or coercion. The appellant/husband undertook to take complete care of their minor son, including his education and upbringing, and to permit the respondent/wife to communicate with and meet the child in terms of the settlement. The respondent/wife also agreed to entrust the custody of the child to the appellant/husband and stated that she would not claim any maintenance or other amount from him. Both parties expressly stated that they were willing to dissolve their marriage by mutual consent and have no objection if an appropriate decree of divorce is passed by this Court.

8. Learned counsel appearing for the respective parties along with the parties (through virtual mode from concerned DLSA) jointly submit that the parties have settled all their matrimonial disputes and are no longer willing to continue their marital relationship. They further submit that the parties have

been living separately since April, 2018 and all efforts for reconciliation have failed. In view of the settlement and the statements recorded before the Registrar (Judicial), they pray that the impugned judgment and decree be set aside and the marriage between the parties be dissolved by granting a decree of divorce by mutual consent under Section 13-B of the Act of 1955.

9. Heard learned counsel for the parties and perused the record, including the mediation settlement, joint application under Section 13-B of the Act of 1955 and statements of the parties recorded before the Registrar (Judicial) High Court.

10. The material available on record would clearly show that the parties have been living separately since April, 2018 and their matrimonial relationship has irretrievably broken down. During pendency of the appeal, they have voluntarily settled their disputes through mediation and have agreed to dissolve their marriage by mutual consent. The settlement also takes care of the custody, education and upbringing of their minor son, as well as the respondent/wife's right to meet and communicate with him. The parties have further settled their financial and other matrimonial claims against each other.

11. It is also evident from the statements recorded before the Registrar (Judicial), High Court, that both parties have understood the terms of settlement and have accepted the same out of their free will, without any pressure, coercion or undue influence. Thus, there remains no dispute between them which requires adjudication on merits.

12. Hon'ble Supreme Court in the matter of **Amardeep Singh v. Harveen Kaur**, **(2017) 8 SCC 746**, has held that the statutory period of six months prescribed under Section 13-B(2) of the Act of 1955 is directory and may

be waived by the Court where the conditions laid down therein are satisfied. The said period was laid down to enable the parties to have a rethink so that the court grant divorce by mutual consent only if there is no chance for reconciliation. The Court, while considering such a request, has to examine whether the parties have been living separately for the requisite period, whether efforts for reconciliation have failed, whether their disputes, including the claims relating to alimony and custody of children, have been genuinely settled and whether continuation of the proceedings for the statutory period would only prolong their agony. Hon'ble Supreme Court has further laid down the following principles at para no. 19:

> "**19.** Applying the above to the present situation, we are of the view that where the court dealing with a matter is satisfied that a case is made out to waive the statutory period under Section 13-B(2), it can do so after considering the following:
>
> (i) the statutory period of six months specified in Section 13- B(2), 13-B(1) of separation of parties is already over before the first motion itself;
>
> (ii) all efforts for mediation/conciliation including efforts in terms of Order 32-A Rule 3 CPC/Section 23(2) of the Act/Section 9 of the Family Courts Act to reunite the parties have failed and there is no likelihood of success in that direction by any further efforts;
>
> (iii) the parties have genuinely settled their differences including alimony, custody of child or any other pending issues between the parties;
>
> (iv) the waiving period will only prolong their agony."

13. Relying upon the principles laid down in **Amardeep Singh (supra)**, this Court in **Manish Verma v. Pooja Verma**, **2022 SCC OnLine Chh 1434** and **Satish v. Namita, 2026 SCC OnLine Chh 460**, has allowed the application under Section 13-B of the Act of 1955 and granted a decree of dissolution of marriage by waiving the cooling-off period. Similarly, in **Manoj Kedia v. Anu Kedia**, FA(M) No. 16 of 2007, relying upon the

judgment of the Andhra Pradesh High Court in **K. Omprakash v. K. Nalini**, AIR 1986 AP 167, this Court granted a decree of divorce by mutual consent after waiving the said period. The Andhra Pradesh High Court in **Tadepalli Venkata Ramesh v. Immidisetty Anitha**, MANU/AP/0928/2025, has also held that a petition for divorce filed under Section 13(1)(i-a) of the Act of 1955 can be converted into a petition under Section 13-B of the Act of 1955 at the appellate stage and that the cooling-off period prescribed under Section 13-B(2) is directory and can be waived.

14. Applying the aforesaid principles to the facts of the present case, it is evident that the parties have been living separately for more than eight years. Their efforts for reconciliation have failed and they have voluntarily settled all their matrimonial disputes, including the arrangement relating to their minor son. Their statements recorded before the Registrar (Judicial) further confirm their free and continuing consent for dissolution of marriage. In such circumstances, relegating the parties to initiate fresh proceedings or keeping the matter pending for the statutory cooling-off period would serve no useful purpose and would only prolong their agony. Therefore, this Court finds it appropriate to waive the cooling-off period prescribed under Section 13-B(2) of the Act of 1955.

15. Consequently, application filed under Section 13(B) of the Act of 1955 is allowed. The impugned judgment and decree dated 20.12.2023 passed by the learned Judge, Family Court, Mahasamund, in Civil Suit No. 66-A/2022 are hereby set aside. The marriage solemnized between the appellant/husband and respondent/wife on 14.04.2017 is dissolved by a decree of divorce by mutual consent under Section 13-B of the Act of 1955.

16. The terms and conditions of settlement arrived at between the parties during mediation proceedings dated 13.10.2026 shall form part of the decree and both parties shall remain bound by the same.

17. Accordingly, appeal is disposed off. Decree be drawn up accordingly.

18. Parties to bear their respective cost.

Sd/-

(Parth Prateem Sahu)
Judge

Sd/-

(Sushma Sawant)
Judge

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