

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA
PRADESH

F.C.A.M.P.No.613 of 2015 in F.C.A.No.142 of 2015
and
F.C.A. No.142 of 2015

Between:

K. Sadananda Nayee. ... Petitioner /
Appellant

And

Smt. K. Archana.
Respondent

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JUDGMENT PRONOUNCED ON 28.12.2015.

**HON'BLE SRI JUSTICE G. CHANDRAIAH
AND**

HON'BLE SRI JUSTICE U. DURGA PRASAD RAO

1. Whether Reporters of Local Newspapers
may be allowed to see the judgment? Yes /
No
2. Whether the copies of judgment may be
marked to Law Reporters / Journals? Yes /
No
3. Whether Their Lordship wish to
see the fair copy of the Judgment?

Yes / No

THE HON'BLE SRI JUSTICE G.CHANDRAIAH
and
THE HON'BLE SRI JUSTICE U.DURGA PRASAD RAO
F.C.A.M.P.No.613 of 2015 in F.C.A.No.142 of 2015
and
F.C.A. No.142 of 2015

COMMON ORDER: *(Per Hon'ble Sri Justice U.Durga Prasad Rao)*

FCA MP No.613 of 2015 in FCA No.142 of 2015 has been filed seeking to grant divorce dissolving the marriage between the petitioner and the respondent by recording the compromise as per the terms entered into between them.

Today, both petitioner and the respondent are present before this Court along with their respective counsel Sri M. Sudershan, learned counsel appearing for the petitioner and Sri Ch. Srinivas, learned counsel appearing for the respondent.

FCA No.142 of 2015 has been filed by the appellant/ husband, assailing the order and decree dated 19.01.2015 passed by the Additional Family Court, Hyderabad in O.P.No.1274 of 2011 which was filed under Section 13 (1) (ia) and (iii) of the Hindu Marriage Act by the husband seeking dissolution of marriage between the petitioner and the respondent. The Family Court vide its impugned order dated 19.01.2015 dismissed the said O.P.

Hence the appeal by the appellant/ husband. Pending

appeal, instant compromise petition is filed by the parties.

As could be seen from the terms of the memorandum of compromise entered into between the petitioner and the respondent, both the parties have mutually agreed to settle the dispute between them amicably in order to put an end to the present and future litigations. Parties have not begotten children out of their wedlock. As per the terms of compromise, husband agreed to pay an amount of Rs.6,00,000/- (Rupees six lakhs only) to respondent towards full and final settlement of her claims. Out of said amount, Rs.1,00,000/- was paid on 13.10.2015 and the wife acknowledged and passed a separate receipt for the same. Remaining amount of Rs.5,00,000/- is paid today to the wife by way of Demand Draft bearing No.047029 dated 26.10.2015 drawn on the State Bank of India, Doordarshan Branch, Hyderabad and the respondent/ wife, has acknowledged the same before their respective counsel. Both the parties have agreed that they have no claims whatsoever against each other including permanent alimony.

In view of the compromise entered into between both the parties, the terms of compromise are read over and explained to both parties and after understanding the same they expressed their consent to the memorandum of compromise.

In that view of the matter, recording the terms of the compromise, FCA MP No.613 of 2015 is allowed. Consequently, FCA No.142 of 2015 is allowed in terms of compromise and marriage between appellant and respondent is dissolved.

As a sequel, miscellaneous petitions pending if any, shall stand closed. There shall be no order as to costs.

JUSTICE G.CHANDRAIAH

JUSTICE U.DURGA PRASAD RAO

Date: 28.12.2015

Lsk/scs