

High Court for the State of Telangana

The Hon'ble The Chief Justice Raghvendra Singh Chauhan

and

The Hon'ble Dr. Justice Shameem Akther

IA.Nos.1 to 4 of 2019 in/& F.C.A. No. 138 of 2017

Date: 19-07-2019

Between:

Sri Alok Singh

...Appellant

and

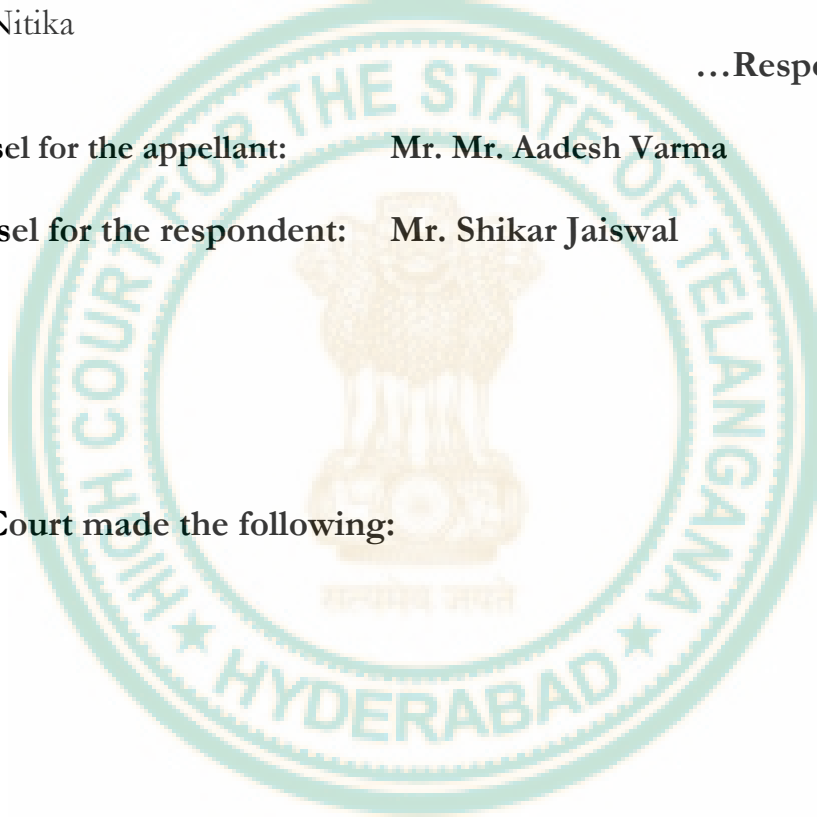
Smt. Nitika

...Respondent

Counsel for the appellant: Mr. Mr. Aadesh Varma

Counsel for the respondent: Mr. Shikar Jaiswal

The Court made the following:



Common Judgment: (per Hon'ble The Chief Justice Raghvendra Singh Chauhan)

This appeal is filed against order dated 21-12-2016, in FCOP.No.650 of 2014, on the file of the Judge, Family Court at L.B.Nagar, Ranga Reddy District.

Mr. Alok Singh, the appellant, and Mrs. Nitika, the respondent, are present before this Court. Both of them have submitted their Aadhar Cards in order to establish their respective identities. They have also been identified by their respective counsel. Both the parties are *ad idem* that during the pendency of the present appeal, they have entered into a compromise. They have filed IA. Nos. 1 and 2 of 2019 seeking permission to compromise the matter in terms of the Memorandum of Compromise, dated 23-06-2019, annexed thereto. IA. Nos. 1 and 2 of 2019 are, hereby, allowed. The Memorandum of Compromise annexed thereto shall be taken on record.

The terms of compromise are as under:

- “1. That the marriage amongst the First and the Second party solemnized on 30-01-2012 shall be dissolved by moving appropriate petitions before the Hon'ble High Court by both the parties seeking to dissolve their marriage.*
- 2. It is hereby agreed by both the parties that the custody of their minor son Master Shrey Vaishno Singh shall be exclusively with*

the second party only. The first party hereby further undertakes and declares that now or in future, he shall not take up any claim or visitation rights or in any way cause any obstruction or hindrance for the upbringing of the child.

3. It is hereby agreed between both the parties that the first party on the date of execution of this MOU shall pay a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) to his minor son by way of fixed deposit in any Nationalized Bank. Original FDR receipt No. 8605160474-2 will be handed over to the 2nd party on the date of execution of this MOU and Rs.5,00,000/- (Rupees Five lakhs only) to the second party towards permanent alimony by way of D.D's bearing No. 510285 dated: 20-05-2019 towards full and final settlement of all claims. The said D.D's are drawn on ICICI Bank, S.R. Nagar Branch, Hyderabad. The second party shall be shown to be the Natural Guardian of the Minor boy Master Shrey Vaishno Singh in the F.D.R. of Rs.12,00,000/- (Rupees Twelve Lakhs only). The said FDR/FDR's shall be obtained from a bank situated in SBI Himayathnagar Branch and shall be made for a period of one year. Both the parties to this MOU agree that in the event of any emergency or for future investment of the said amount which fetches a higher interest income the second party shall be entitled to withdraw the said amount of Rs.12,00,000/- and re-invest the same at her sole discretion. The first party shall have no right to raise any objection.

4. That the above amount of Rs.17,00,000/- (Rupees seventeen Lakhs only) is towards the full and final settlement of all the claims of second party and her minor son and the second party hereby admits and acknowledges of having received the said sum as One time settlement amount towards the maintenance of her minor son as well as permanent alimony for herself.

5. Both the parties to this Memorandum of Understanding hereby declare that soon after the decree of divorce is passed by the Hon'ble High Court then they shall be at liberty to lead their

own lives in the manner suitable to them and none of the parties herein shall have any right to interfere in the affairs of the other in any manner.

6. That the first party has returned back all the articles, gold jewellery, gift items, silver articles, given at the time of marriage by the parents of second party and her relatives and friends to the second party. A list of Articles so returned duly signed by the second party in the presence of the witnesses is attached to this Memorandum of Understanding.

7. The Second party hereby declares that she has received all her goods and belongings and now nothing remains in the custody of the first party belonging to the second party. The second party hereby releases and relinquishes all her rights of maintenance, inheritance etc., from the first party, and also as guardian on behalf of her minor son. The First party also hereby declares that he has no claim whatsoever from the second party now or in future.

8. The first party also received a gold chain given to the second party and he hereby declares that he has to receive nothing from the second party or her parents.

9. That the first party has paid maintenance to his minor son upto November 2018 as per mutual understanding amongst the parties. The first party is now no longer required to pay any further maintenance to the minor in view of this M.O.U.

10. The first party hereby agrees and undertakes not to interfere or involve himself in any way directly or indirectly in the upbringing of the minor child master Shrey Vaishno Singh whose custody shall be only with the second party.

11. That this Memorandum of Understanding is made in three sets on Rs.100/- stamp paper which is duly notarized. Each of the party shall retain one copy and the third copy shall be produced before the Hon'ble High Court."

Both the parties have also submitted IA.Nos. 3 and 4 of 2019 under Section 13-B of the Hindu Marriage Act, 1955, seeking divorce on the basis of mutual consent. The parties are also *ad idem* that they have parted their ways for last many years. Hence, there is no possibility of reconciliation between them.

Considering the fact that there is no possibility of reconciliation between the parties, considering the fact that they have separated for many years, the statutory period of six months is, hereby, waived.

Therefore, this Court dissolves the marriage solemnised between the parties on 30-01-2012. IA. Nos. 3 and 4 are, hereby, allowed. Consequently, the appeal is allowed in terms of the Memorandum of Compromise dated 23-06-2019.

The Registry is directed to draw up the decree in terms of the said Memorandum of Compromise.

(Raghendra Singh Chauhan, CJ)

(Dr. Shameem Akther, J)

Dt: 19th July, 2019
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