

Swaroopo Rani Vs. Rajendrareddy

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Court : Karnataka

Decided On : Feb-17-2016

Judge : N.K. Patil & The Honourable Mrs. Justice Rathnakala

Appeal No. : M.F.A. No. 2740 of 2013 (FC)

Appellant : Swaroopa Rani

Respondent : Rajendrareddy

Judgement :

(This MFA is filed under Section 19(1) of the Family Courts Act, against the judgment and decree dated 03/08/2012, passed in M.C.No. 2335/2011, on the file of the Principal Judge, Family Court, Bangalore, allowing the petition filed u/s. 13(1)(ia) and (ib) of Hindu Marriage Act for divorce.)

N.K. Patil, J.

This appeal arises out of the judgment and decree dated 3rd August 2012, passed in M.C. No.2335/2011, by the Principal Judge, Family Court, Bangalore, allowing the petition filed by respondent/husband u/S. 13(1)(ia) and (ib) of Hindu Marriage Act, for a decree of divorce, dissolving the marriage solemnised between the appellant and respondent on 26/04/2001.

2. We have heard the learned counsel appearing for appellant and learned counsel appearing for respondent. The appellant and respondent are present before the Court and their presence is placed on record.

3. Learned counsel appearing for appellant and learned counsel appearing for respondent, during the course of submission, submitted that the instant appeal may be disposed of as per the terms and conditions of the Memorandum of Agreement dated 6th January, 2016 filed under Section 89 of the Code of Civil Procedure, 1908 read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2007, and the marriage solemnised between the appellant and the respondent on 26/ 04/2001 may be dissolved by granting a decree of divorce.

4. The submission of the learned counsel appearing for both the parties, as stated supra, is placed on record.

5. The Memorandum of Agreement dated 6th January, 2016 entered into between the parties before the Bangalore Mediation Centre, duly signed by the appellant and respondent and attested by the learned counsel appearing for the respective parties is placed on record. The terms and conditions of the Memorandum of Agreement read thus:

"I. Whereas, the appellant and the respondent are husband and wife, their marriage having been solemnised according to Hindu rites and customs on 26.04.2001 at Srisailam Temple, Andhra Pradesh. The Appellant and the respondent herein are collectively called as Parties. They have been blessed with a son Sanath R. Reddy now aged nine (9) years. Disputes arose between the parties and they approached the Courts for redressal. They have been residing separately since 8 years. During the course of the aforesaid proceedings, the matter was referred to Mediation for resolving the dispute between the parties. In the course of Mediation, the Appellant and the Respondent on their own volition and without any coercion have resolved their disputes and mutually agreed for the following terms and conditions:

(i) Consent by both the parties

Both the parties agree that their marriage solemnised on 26.04.2001 at Srisailam Temple, Andhra Pradesh, be dissolved by a decree of divorce.

(ii) Claims by both Parties:

(a) Both the parties herein have agreed that the Respondent shall pay the Appellant a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) in full and final settlement of her claims of alimony, maintenance and similar claims past, present or future whatsoever against the Respondent. The amount shall be paid by way of Demand Draft/s drawn in the name of Smt. Swaroopa Rani, the Appellant herein, payable before this Hon'ble Court at the time of taking on record this Memorandum of Agreement, confirming the judgment and decree dated 03/08/2012 passed in M.C. No.2335/2011 passed by the Addl. Principal Family Judge, Family Court-IV, Bangalore dissolving their marriage solemnised between them on 26.04.2001 at Srisailam, Andhra Pradesh.

(b) Both the parties have exchanged all their mutual articles. Both the parties agree that apart from the above claims, there are no other claims whatsoever against each other, past, present and future. Any property acquired by each of them shall be their exclusive property and neither of them shall have a claim on them.

(c) Both of them undertake not to interfere in the lives of each other in future.

(d) The Appellant undertakes not to initiate any proceedings either civil or criminal against Respondent and/or on his either civil or criminal against respondent and/or on his relatives at any time in future.

(iii) Custody of their son "Sanath R. Reddy" and Visitation Rights to the Respondent

Both the Parties agree that the paramount interest being the welfare of the child, "Sanath R. Reddy" it is hereby agreed as follows:

Both the Parties agree that their son "Sanath R. Reddy" shall be under the care and custody of the mother, the appellant herein. The Respondent/Father, will have

visitation rights to meet his son Sanath Reddy at convenient places during weekends, holidays as may be appropriate and both the parties agree to ensure and make efforts for their son "Sanath R. Reddy" to enjoy all natural love and affection from both of them.

(iv) Maintenance: Education. Medical expenses. Wedding expenses etc. for the child "Sanath R. Reddy"

(a) The Respondent agrees to deposit Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) in Fixed Deposit in any nationalised bank, in the name of their minor son, Sanath R. Reddy towards their sons maintenance i.e. education, food, clothing, medicines etc. Respondent/Father will be the Nominee and Appellant/Mother can operate the Savings Bank Account to utilise the interest amount from the aforesaid deposit. On attaining the age of 21, Sanath R. Reddy shall have the liberty to utilise the aforesaid deposit amount.

(b) The Respondent/Father undertakes to bear the cost of higher education of their son Sanath R. Reddys during his Degree, Post graduation, and Super Specialisation course, if any.

(c) The parties hereby declared that any future correspondence between them shall be at the address mentioned below:

Swaroop Rani,

No.269, I Floor, I Stage,

Rani Channamma Nagar,

Belgaum-590 006.

Rajendra Reddy,

PL-7, Ganga Nivas,

Karadi Garden, Navabhag,

Bijapur-586 101.

II. In view of the aforesaid Agreement entered into between the parties, the Appellant and the Respondent prays that this Hon'ble Court be pleased to take this Memorandum of Agreement on record and confirm the Decree of Divorce passed in M.C. No.2335/2011, dissolving the marriage solemnised between them on 26.04.2001 in accordance with Hindu Customs and Rites at Srisailam Temple, Andhra Pradesh.

III. Parties to appear on 17/02/2016 before the Court for passing orders in terms of the Agreement."

6. As per the terms and conditions of the aforesaid Memorandum of Agreement and also the submission of the learned counsel appearing for both the parties, the appeal filed by appellant is disposed of, confirming the impugned judgment and decree dated 3rd August 2012, passed in M.C. No.2335/2011, by the Principal Judge, Family Court, Bangalore, dissolving the marriage solemnised between the appellant and respondent on 26/04/2001 at Srisailam Temple, Andhra Pradesh, in the interest of justice and equity and at the risk of the parties. Parties to bear their own costs. Ordered accordingly.

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