

**Tarun Kumar Vs. Smt Jagriti Devi**

**Tarun Kumar Vs. Smt Jagriti Devi**

**SooperKanoon Citation :** [sooperkanoon.com/77545](http://sooperkanoon.com/77545)

**Court :** Jharkhand

**Decided On :** Nov-28-2016

**Appellant :** Tarun Kumar

**Respondent :** Smt Jagriti Devi

**Judgement :**

IN THE HIGH COURT OF JHARKHAND AT RANCHI First Appeal No. 174 of 2014 (Against the Judgment and Decree dated 14.8.2014 passed by learned Principal Judge, Family Court, Jamshedpur, in Matrimonial Suit No. 376 of 2013) ----- Tarun Kumar ..... Appellant Versus Smt. Jagriti Devi .. Respondent -----  
For the Appellant : Mr. Vijay Kant Dubey, Advocate For the Respondent : Mr. Kumar Nilesh, Advocate ----- PRESENT : HONBLE MR. JUSTICE H. C. MISHRA HONBLE MR. JUSTICE Dr. S.N. PATHAK ----- By Court:- Heard learned counsel for the appellant and learned counsel for the respondent.

2. This appeal is directed against the Judgment and Decree dated 14.8.2014 passed by learned Principal Judge, Family Court, Jamshedpur, in Matrimonial Suit No. 376 of 2013, whereby the matrimonial suit filed under Section 13(1)(i-a)(i-b) and 13(1A)(ii) of the Hindu Marriage Act, for dissolution of marriage between the parties by a decree of divorce, has been dismissed ex-parte.

3. Both the parties were married on 7.3.2002 and out of wedlock, they have two sons, who are still minor. According to the appellant, the respondent stayed with the appellant only for two and half years after the marriage and thereafter, they are

living separately. There was also decree for restitution of conjugal rights in favour of the appellant husband and subsequently, the appellant filed the suit for divorce, in which, the respondent did not appear in spite of notices, as also publication of notice in the newspaper. Hence, the matter was taken up ex-parte. However, the suit was dismissed by the learned Court below.

4. During the pendency of this appeal, efforts were taken by this Court for amenable settlement of the dispute between the parties. By order dated 15.3.2016, the matter was sent to the Conciliator, Jharkhand Legal Services Authority, Ranchi, for conciliation between the parties. The report of the Conciliator has since been received, which shows that in spite of best efforts and endeavors, both the parties did not agree for reunion, but agreed for one time settlement by way of mutual divorce on certain terms and conditions, which both the parties put in writing before the Conciliator at their sweet-will -2- and without any undue influence. The terms and conditions agreed upon between the parties read as follows:- (1) That both the couple agreed for mutual divorce and agreed to pursue the First Appeal for divorce decree in the light of this settlement.

(2) That the guardians/Appellant agreed to pay Rupees eight lakhs only to this respondent wife by way of one time settlement towards alimony, maintenance and compensation for divorce by way of Bank draft payable in her name at the time of the hearing of the First Appeal in the Hon'ble Court on the date fixed, i.e., 18.05.2016.

(3) That the respondent wife also agreed to receive the aforesaid agreed amount for maintenance of herself and her two children who are living along with her.

(4) That the respondent wife also gave undertaking that she will not claim any maintenance for her children in future after receiving the aforesaid agreed amount of Rupees eight lakhs.

(5) That the husband/Appellant also gave undertaking that his two Children will live along with their mother/ respondent and he will not claim the children in future.

(6) That there will no further claims or counter claims against each other in future after receiving the agreed amount of Rupees eights lakhs.

(7) That on the aforesaid terms of settlement, both parties agreed to take divorce decree.

(8) That after obtaining the divorce decree both the parties are at liberty to lead their own lives according to their wishes.

(9) That the appellant/husband and the respondent wife shall have no any claims whatsoever in future with regards to the movable and or immovable property of each other or their in-laws.

(10) Both settled their disputes at their sweet-will and without any undue-influence.

5. The matter was again taken up by a Division Bench of this Court on 29.7.2016. Both the parties were directed to file a joint compromise petition and the case was adjourned for 5.8.2016. On 5.8.2016, though no joint compromise petition was filed by the parties, but learned counsels for both the parties made a joint request that instead of one demand draft, there should be three demand drafts, one to the tune of Rs. 5.00 lakhs in the name of the respondent-wife and two demand drafts to the tune of Rs. 1.5 lakhs each, in the name of two children, who are presently staying with the respondent-wife. Thereafter, the matter was adjourned on different dates, but no joint compromise petition has been filed and ultimately the matter has come up before us. -3- 6. Today both the parties are present in person along with their respective learned counsels. Learned counsel for the appellant has produced three demand drafts, one drawn on State Bank of India, Jamshedpur, bearing No. 728146, which is for the amount of Rs. 5.00 lakhs, in favour of respondent Jagriti Kumari. The other two demand drafts are also drawn upon the same Bank, for Rs. 1,50,000/- each, one bearing No. 728147, in favour of minor son Mayank Kumar, whose earlier name was Akshit Kumar, as mentioned in the Judgment under appeal. It is an admitted case, and the respondent, who is present in the Court, also admits that Akshit Kumar has now been named as Mayank Kumar. The third demand draft bearing No. 728148 has been drawn in favour of minor son Sujal Kumar. The respondent, who is present in the Court,

accepts the demand drafts, which have been handed over to her in the Court and she has acknowledged the same in the order-sheet also.

7. It is, however, submitted that there is no account in the name of minor sons. The respondent is directed to open the fix deposit accounts in favour of minor sons with these demand drafts and the concerned Bank is directed to accept the demand drafts for opening the Fixed Deposit Accounts in favour of minor children, namely, Mayank Kumar and Sujal Kumar. It is directed that the Fixed Deposit Accounts shall be renewed from time to time, till the minor children attain the majority and upon attaining the majority, they shall be free to operate the account according to their wish.

8. Since the demand drafts have now been given to the respondent, in terms of the settlement arrived at between the parties as quoted above, the marriage between the parties is, hereby, dissolved with a decree of divorce and both the parties shall be at liberty to live their own lives according to their wishes, and they shall abide by the terms and conditions quoted above.

9. This appeal is accordingly, disposed of in the aforesaid terms. ( H. C. Mishra, J.) (Dr. S.N. Pathak, J.) Jharkhand High Court, Ranchi Dated the 28th November 2016 NAFR/ R.Kr.

**SooperKanoon - India's Premier Online Legal Search - [sooperkanoon.com](http://sooperkanoon.com)**