



NC: 2026:KHC-D:4611-DB
MFA No. 101892 of 2025

IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 24TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MR. JUSTICE B.M.SHYAM PRASAD

AND

THE HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

MFA NO. 101892 OF 2025 (FC)

BETWEEN:

SMT. VIJAYALAXMI W/O. ASHWINIKUMAR,
AGE: 36 YEARS, OCC: PRIVATE WORK,
R/O: 2ND CROSS, RAMANAGARA,
NEAR NTTF, DHARWAD – 580 001.

... APPELLANT

(BY SRI. R.H. ANGADI, ADVOCATE)

AND:

SRI. S. ASHWINKUMAR S/O. LATE JAYAPRAKASH,
AGE: 41 YEARS, OCC: PRIVATE WORK,
R/O: NAVULE, SHIVAMOGGA – 577 204.

...RESPONDENT

(BY SRI. PADMAJA S. JADHAV, ADV.)

THIS MFA IS FILED U/S. 19(1) OF THE FAMILY COURT ACT, PRAYING TO KINDLY SET ASIDE THE IMPUNGED JUDGMENT AND ORDER DATED 02.04.2025, PASSED IN M.C.NO.165/2023, BY THE PRINCIPAL JUDGE FAMILY COURT, DHARWAD AND CONSEQUENTLY DISMISS THE PETITION FILED BY RESPONDENT UNDER SECTION 13 (I-A)(ii) OF HINDU MARRIAGE ACT. KINDLY CALL FOR LCR AND ETC.,

THIS APPEAL, COMING ON FOR ADMISSION THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: THE HON'BLE MR. JUSTICE B.M.SHYAM PRASAD
AND
THE HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

Digitally signed by
RAKESH S
HARIHAR
Location: High
Court of
Karnataka,
Dharwad Bench



ORAL JUDGMENT

(PER: THE HON'BLE MR. JUSTICE B.M. SHYAM PRASAD)

The appellant is aggrieved by the order and decree dated 02.04.2025 in M.C.No.165 of 2023 on the file of the Principal Judge Family Court, Dharwad [for short, '*the Family Court*']. The Family Court, by its impugned order and decree, has dissolved the marriage solemnized between the appellant and the respondent on 17.02.2019. This Court must record that the appellant and the respondent had a son who has died because of a congenital heart condition.

This Court has heard the appellant and the respondent on the possibilities of a settlement with the assistance of their respective learned counsels. The appellant and the respondent have filed a Joint Memo which reads as under.

That, Appellant and Respondent have decided to settle the dispute amicably and Appellant has also given consent for the divorce as per the terms and conditions stated as under;



a) That, the Respondent has agreed to pay Rs.6,00,000/-(Six Lakhs) only towards permanent alimony to his wife i.e., Appellant within two months from the date of order from this Hon'ble Court.

b) That, Respondent has agreed to return household articles to the Appellant which are given to appellant at the time of marriage, at his cost.

c) That, both the parties have withdrawn all the allegations made against each other expressly or orally. The parties are hereby agreed that they have no further claims of whatsoever against each other including claims over any movable or immovable properties.

d) That, the Appellant and Respondent after full knowledge and the terms and conditions of the joint memo have put their signature to the joint memo without the influence and there is no force, coercion, undue influence by any of the person and have signed to this joint memo on their will and wish."

This Court has verified from the appellant and the respondent that they agree to the terms as stated above. In the light of the afore, and with this Court being satisfied that the appellant and the respondent have lawfully settled their dispute, the appeal stands **disposed of** confirming the decree of divorce granted by the Family Court but upon mutual consent as



envisaged under Section 13 B of the Hindu Marriage Act, 1955 calling upon the respondent to pay a sum of Rs.6,00,000/- [*six lakhs only*] to the appellant within two months from today and to return the almirah on '*as is where is basis*' condition at his cost to the appellant. This Court stipulates that if the respondent commits any default in making the payment of Rs.6,00,000/- [*six lakhs only*] as aforesaid, he shall be liable to pay interest at the rate of 9% per annum.

The Office is directed to draw decree accordingly.

Sd/-
(B.M. SHYAM PRASAD)
JUDGE

Sd/-
(SHIVASHANKAR AMARANNAVAR)
JUDGE