



IN THE HIGH COURT OF ORISSA AT CUTTACK

MATA No.156 of 2019

Sudesna Patra

....

Appellant(s)

Represented by Adv.–

Mr. Rajjeet Roy, Advocate

-Versus-

Himanshu Bhusan Ranasingh

....

Respondent(s)

Represented by Adv.

Mr. S. K. Nayak-2, Advocate

CORAM:

HON'BLE MR. JUSTICE MANASH RANJAN PATHAK

AND

HON'BLE MR. JUSTICE SIBO SANKAR MISHRA

ORDER

18.03.2026

(Hybrid mode)

Order No.

- 05.**
- 1.** Heard Mr. Rajjeet Roy, learned counsel for the appellant-wife and Mr. S. K. Nayak-2, learned counsel for the respondent-husband.
 - 2.** The respondent-husband had filed Civil Proceeding No.47 of 2019 before the learned Judge, Family Court, Khurda under Section 13(1) of the Hindu Marriage Act seeking dissolution of his marriage with the appellant-wife by a decree of divorce on the ground of cruelty and desertion. Vide impugned judgment dated 13.09.2019, the learned Judge, Family Court, Khurda allowed the petition and dissolved the marriage between the parties, which was solemnized on 21.07.2010. Aggrieved by the



aforementioned judgment dated 13.09.2019 of learned Judge, Family Court, Khurda, the appellant-wife has preferred the present appeal.

3. The appeal has been pending since 2019. It was heard on many occasions by this Court and eventually on 28.07.2025, on consent of both the parties, the matter was referred to the High Court of Orissa Mediation Centre for exploring the possibility of settlement. The parties have appeared in the Mediation Centre and successfully explored the settlement terms. Accordingly, the High Court of Orissa Mediation Centre placed on record the mediation report dated 24.11.2025 enumerating the following terms of settlement:-

“1. That, the Respondent namely Himansu Bhusan Ranasingh has agreed to pay a sum of Rs.13,00,000/- (Rupees thirteen lakh only) to the Appellant(wife) namely Sudesna Patra towards full and final amount of settlement as permanent alimony in three installments.

2. That, the first installment of Rs.5,00,000/- shall be paid by the Respondent on or before 15.12.2025 in shape of Demand Draft in favour of the Appellant.

3. That, the second and third installments of Rs.4,00,000/- each shall be paid by the Respondent on or before 13.02.2026 and 15.03.2026 respectively in shape of Demand Draft in favour of the Appellant.

4. That, the Respondent will handover one box bed, 21" LCD TV, One Sofa set and teapoy, one dining table and chairs, one washing machine, one single door fridge, one steel almirah, one dressing table and one wooden Alana to the Appellant.



5. That, both the parties undertake to take steps to drop all the cases arising out of the present matrimonial dispute i.e. G.R. case No.1462/2011 pending before SDJM, Bhubaneswar and G.R. Case NO.09./2012 pending before JMFC, Banpur and parties are directed to cooperate with each other for such purpose.

6. That, the Appellant shall not claim any more alimony in future and shall have no right to claim any movable or immovable property of the Respondent in any manner.

7. That, the terms and conditions have being read by both the parties in presence of their respective counsels and they admit the terms and conditions of settlement as per their free wish and they have agreed to abide by the same and thereafter they signed in my presence.

Accordingly, the present Mediation Proceeding is successful.”

4. After receiving the mediation report, the matter was placed before the Court for formal disposal of the appeal. At that stage, the appellant-wife moved I.A. No.695 of 2025 seeking certain additional directions from this Court on the ground that when the mediation process was going on, she had forgotten to include certain gold ornaments and other valuables in the settlement terms. The said application came to be considered by this Court and this Court by a detailed order dated 21.01.2026 rejected the same by holding that once the mediation report has been voluntarily signed by both the parties, it is not open for the parties to seek for variation of the terms of settlement.

5. When the matter stood thus, the respondent-husband in pursuance of the settlement arrived at



between them through mediation, particularly clause-4 of the mediation report as referred hereinabove returned the articles to the appellant wife.

However, learned counsel for the appellant-wife, on instructions, submitted that all the articles except fridge, washing machine and dressing table, have been returned to the appellant-wife by the respondent-husband.

6. Learned counsel for the respondent-husband submitted that the articles sought to be returned to the appellant-wife were given at the time of marriage in the year 2010, the same articles are not available to be returned at this belated stage.

7. In view of the above, we feel it appropriate to direct the respondent-husband to pay a consolidated sum of Rs.25,000/- (rupees twenty-five thousand) to the appellant-wife towards the cost of the articles stated to have not been returned. The respondent-husband shall prepare a bank draft of Rs.25,000/- in the name of the appellant (Sudesna Patra) and place the same before this Court within one week.

8. It is submitted that the parties have decided to part away and in view of the settlement, the respondent-husband has agreed to pay a sum of Rs.13,00,000/- (rupees thirteen lakhs) to the appellant towards the permanent alimony in three installments. Out of the said amount, the first installment of



Rs.5,00,000/- has already been paid. Towards the remaining installments, the respondent has placed on record three different bank drafts amounting to Rs.4,00,000/- and Rs.2,00,000/- each in favour of the appellant-wife. It is further agreed between the parties that the matrimonial disputes pending before the learned S.D.J.M., Bhubaneswar in G.R. Case No.1462 of 2011 and before the learned J.M.F.C., Banpur in G.R. Case No.09 of 2012 shall be terminated by the appellant-wife upon filing appropriate application in terms of the settlement.

9. Learned counsel for both the parties, on instruction from their respective clients, submitted that necessary steps would be taken for the purpose of withdrawing/terminating the proceedings as mentioned above. They have also undertaken that the parties will withdraw any other cases pending against each other which are arising out of the matrimonial dispute.

10. The appellant-wife is granted liberty to move appropriate application before this Court for release of the original drafts which are on the file within ten days hence. If such application is moved, the Registry shall process the same and after due verification of the identity of the appellant, the same shall be released in favour of the appellant.



11. Learned counsel for both the parties have conjointly submitted that in view of the successful mediation terms, the appeal could be disposed of. Both the counsels, on instruction, from their respective clients undertake that their client would scrupulously follow and comply the terms of settlement.

12. The terms of settlement as reflected in the mediation report shall be form part of this order. The parties are bound by the terms of settlement.

13. In view of the aforementioned, nothing survives in the appeal. Accordingly, the impugned judgment dated 13.09.2019 passed by the learned Judge, Family Court, Khurda in C.P. No.47 of 2019 needs no interference. Accordingly the marriage between the parties stands dissolved as per the impugned judgment and decree on the consent terms.

14. With this observation, this Appeal is disposed of.

Registry is directed to communicate this order to the learned Judge, Family Court, Khurda forthwith.

(Manash Ranjan Pathak)
Judge

(Sibo Sankar Mishra)
Judge

Signature Not Verified

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Signed by: SWARNAPRAVA DASH
Reason: Authentication
Location: High Court of Orissa
Date: 20-Mar-2026 19:39:25

