



IN THE HIGH COURT OF ORISSA AT CUTTACK

MATA No.381 of 2025

Sanghamitra Das

....

Appellant(s)

Represented by Adv.–

Ms. Tapaswini Sinha, Advocate

Mr. S. Chakravarty, Advocate

-Versus-

Rajiv Ranjan Das

....

Respondent(s)

Represented by Adv.

Mr. Dinesh Kumar Panda, Advocate

CORAM:

HON'BLE MR. JUSTICE MANASH RANJAN PATHAK

AND

HON'BLE MR. JUSTICE SIBO SANKAR MISHRA

ORDER

18.03.2026

(Hybrid mode)

MATA No.381 of 2025 & I.A. No.177 of 2026

Order No.

- 05.**
- 1.** Heard Ms. Tapaswini Sinha, learned counsel for the appellant-wife and Mr. Dinesh Kumar Panda, learned counsel for the respondent-husband.
 - 2.** The respondent-husband had filed Civil Proceeding No.593 of 2020 before the learned Judge, Family Court-II, Bhubaneswar under Section 13(1) of the Hindu Marriage Act, 1955 seeking dissolution of his marriage with the appellant-wife by a decree of divorce on the ground of cruelty. Vide impugned judgment dated 31.07.2025, the learned Judge, Family Court-II, Bhubaneswar allowed the petition



and dissolved the marriage between the parties, which had been solemnized on 30.04.2017. However, the learned Family Judge did not grant any permanent alimony in favour of the appellant-wife, observing that in the absence of any claim for such relief made by the present appellant in the divorce proceeding, no order towards permanent alimony could be passed. Being aggrieved and dissatisfied with the non-award of permanent alimony by learned Judge, Family Court-II, Bhubaneswar, the appellant-wife has preferred the present appeal.

3. When the matter stood thus, the parties have entered into a settlement on the intervention of the elders and well-wishers. The appellant-wife has moved an application dated 18.03.2026 being I.A. No.177 of 2026 under Order 23 Rule-3 of C.P.C. seeking withdrawal/disposal of the appeal in terms of the settlement arrived at between the parties. In the said I.A., the parties have enumerated the terms and condition of settlement, which reads as under:-

TERMS AND CONDITIONS

A. That both the parties have agreed that, they will bring to an end to the present litigation between them, as such the appellant herein shall not challenge any further as regards grant of decree of divorce thus passed by the Ld. Judge, family Court, Bhubaneswar -II against her,

B. That it is also agreed by between the parties that the Respondent shall pay a



sum of Rs. 5,30,000/- to the appellant as permanent Alimony in lieu of the Decree of Divorce thus passed against her (appellant);

C. That besides the present appeal, since parties are also litigating some other cases i.e one criminal proceeding vide Cr.P Execution. No. 116/2025 (arising out of Cr.P No. 91/2023) pending before Judge Family Court, Jajpur and Crl. Appeal (DV) No. 24/2024 (arising out of D. V. Misc. Case No. 215/2022) pending before District and sessions Judge, Jajpur and D.V. Execution Case No. 8/2025 pending before Ld. S.D.J.M Jajpur. It is also agreed by and between the parties that after payment of permanent alimony to the appellant, this appeal will be disposed of as per the terms of settlement arrived between the parties and the appellant shall neither proceed with the above mentioned case (Cr.P and D.V) nor claim any outstanding maintenance thus awarded in her favour or file any case in future rather she will take appropriate steps for disposal of the said case in terms of settlement thus arrived in the present appeal.

D. That both parties will withdraw their respective cases mentioned above pending before District and Sessions Judge, Jajpur, Family Court, Jajpur and Ld. S.D.J.M., Jajpur.

E. That both parties will co-operate each other for withdrawal of the aforementioned cases pending in different Courts of Jajpur.”

4. The appellant-wife and the respondent-husband are present in the Court, they are being represented and identified by their respective counsels. They have



also filed self-attested copies of their Aadhaar Cards to establish their identity, which are taken on record.

5. Learned counsel appearing for both the parties jointly submits that the terms of settlement may be made part and parcel of this order. The respondent has agreed to pay a sum of Rs.5,30,000/- (rupees five lakhs thirty thousands) to the appellant towards permanent alimony in lieu of decree of divorce. Pursuant to the said settlement, the respondent has handed over a demand draft No.008023 dated 16.03.2026 issued by the Bank of India, Jayadev Bihar Branch, Bhubaneswar for Rs.5,30,000/- in favour of the appellant-wife. Photocopy of the same is taken on record by handing over the original to the appellant.

6. The parties appearing in person have undertaken that necessary steps will be taken by respective parties to withdraw all the pending cases as reflected in paragraph-(C) of the terms of settlement.

7. Learned counsel for both the parties have conjointly submitted that in view of the settlement terms, the appeal could be disposed of.

8. In view of the terms of settlement, the impugned judgment dated 31.07.2025 passed by the learned Judge, Family Court-II, Bhubaneswar in C.P. No.593 of 2020 needs no interference. Accordingly the marriage between the parties stands dissolved as per



the impugned judgment and decree on the consent terms.

9. With this observation, the MATA as well as the I.A. is disposed of.

Registry is directed to communicate this order to the learned Judge, Family Court-II, Bhubaneswar forthwith.

(Manash Ranjan Pathak)
Judge

(Sibo Sankar Mishra)
Judge

Swarna

Signature Not Verified

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

