



Serial No. 17
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Crl. Rev. P. No. 8 of 2021

Date of Order: 12.04.2022

Johny Marboh

Vs.

Zovi Marboh

Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. T.L. Jyrwa, Adv.
For the Respondent(s) : Mr. H. Nongkhlaw, Adv.

i)	Whether approved for reporting in Law journals etc.:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

Heard Mr. T.L. Jyrwa, learned counsel for the petitioner as well as Mr. H. Nongkhlaw, learned counsel for the respondent.

Petitioner has filed an affidavit bringing on record the Deed of Settlement dated 12.04.2022 whereby, the parties herein, in view of the close proximity as regard their personal relationship, have decided to settle their dispute amicably and to that effect, the said Deed of Settlement dated 12.04.2022 was executed relevant portion of which is being reproduced herein below: -

*“... **Whereas**, upon through and careful deliberation, the parties herein have finally agreed to amicably settle the matter without resorting to further judicial process, in order to maintain peace and to avoid further distress in the family, as per the following terms and conditions: -*

- a. That it is agreed by the FIRST PARTY that he will pay Rs. 3000 per month as maintenance allowance towards his mother the SECOND PARTY.*
- b. That the said maintenance allowance shall be debited from the service salary of FIRST PARTY and the same to be credited into the*



account of the SECOND PARTY bearing SBI savings Bank account No.30811301345, Rynjah Bazar Branch, Shillong, and this arrangement shall come into effect from May, 2022.

- c. That the SECOND PARTY agreed that on executing this deed of settlement she will not make any other financial claim or otherwise, as maintenance allowance or benefits from the FIRST PARTY.*
- d. That in pursuance to this agreement/settlement arrived at by the parties herein, both parties agrees to drop all judicial proceedings against each other relating to maintenance allowances, provided there is a change in the circumstances...”*

This Court is of the considered opinion that nothing remains in this matter to be adjudicated upon.

Without going into the merits of this case, it would be fit and proper that this petition be disposed of, accordingly by the following direction: -

- (1) That the Trial Court is hereby directed to take cognizance of the Deed of Settlement and to pass necessary order as far as the dispute between parties herein is concerned.

Accordingly, this petition is hereby disposed of in the light of the above observation.



Judge

Meghalaya

12.04.2022

“N.Swer, Stenographer”