

Champa Kumari Aged About 23 Years W/O ... vs Vishant Sagar on 13 October, 2026

Bench: [Sujit Narayan Prasad](#), [Sanjay Prasad](#)

2026:JHHC:30703-DB

IN THE HIGH COURT OF JHARKHAND AT RANCHI
F.A. No. 121 of 2025

Champa Kumari aged about 23 years W/o Vishant Sagar, D/o Talkeshvar
Saw R/o Village-Pagar, Po-Edla, P.S.-Simariya, District-Chatra,
Jharkhand Appellant

Versus

Vishant Sagar, S/o-Kamal Sahu, R/o Gangutoli, Ormanjhi, PO-PS-
Ormanjhi, District-Ranchi, Jharkhand Respondent

CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE SANJAY PRASAD

For the Appellant : Md. Razauallah Ansari, Advocate
For the Respondent : Mr. Binod Singh, Advocate

CAV on 07/09/2026

Pronounced on 13/10/2026

Per Sujit Narayan Prasad, J.

Prayer

1. The instant appeal under [Section 19\(1\)](#) of the Family Court Act, is directed against the order/judgment dated 17.08.2024 passed by the learned Addl. Principal Judge, Family Court, Ranchi, in Original Suit No.457 of 2024, whereby and whereunder, the petition filed by both the parties, i.e., the husband and wife, under [Section 13 \(B\)](#) of the Hindu Marriage Act 1955, has been allowed by dissolving the marriage between the parties with a direction that both the parties shall comply the terms and conditions as agreed between them. Facts

2. The brief facts of the case as delineated in the impugned judgment by which marriage between the parties was dissolved under [Section 13\(B\)](#) the Hindu Marriage Act 1955 needs to be referred herein as under:

(i) The case of the parties as mentioned in the impugned judgment is that the marriage between the parties was solemnized on 1 2026:JHHC:30703-DB 21.04.2023 in accordance with Hindu rites and rituals at Ranchi.

After their marriage, they lived together as husband and wife but there is no child out of their wedlock. Since the very inception of the marriage, differences cropped up between the parties due to their different temperament and incompatibility. The cause for filing the joint petition for divorce is that on many occasions misunderstanding arose between the parties and same could not be patched up and relations between them became worse and they are living separately since 01.06.2023 having no communication between them.

(ii) Though, all efforts were made by the family members, relatives, neighbours and well-wishers to restore the conjugal life of the petitioners but all went in-vain, thereafter, both the parties mutually agreed that the marriage should be dissolved with their mutual consent.

(iii) Thereafter, the suit has been filed on 12.06.2024 and was admitted for hearing on 13.06.2024. The matter was referred to the Mediation Center, Ranchi for exploring elements of settlement/reunion of the parties but vide Mediation Report dated 13.06.2024, it is reported that both the parties are stick to their consent, as there is no chance to lead their conjugal life together. It has been agreed between the parties that after divorce they will not make any type of claim against each other and both the petitioner shall comply the terms and conditions as agreed between them before Mediation Centre, Ranchi.

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3. The learned Family Court, based upon the application of mutual consent under [Section 13 B](#) of the Act 1955, has passed the order by allowing the suit by dissolving the marriage between the parties with a direction that both the parties shall comply the terms and conditions as agreed between them.

4. But in the memo of appeal, it has been pleaded that the marriage of the parties was solemnized on 21.04.2024 at Simariya, Chatra with Hindu rites and rituals at the house of the appellant and in this marriage a sum of Rs 8,51,000/- cash and other household items and jewellery worth Rs 5,00,000/- has also given to the Respondent as dowry.

5. It has further been pleaded that just after four days, mother of the respondent along with the sister-in-Law Started quarrelling with the appellant taunting for a Bullet Bike and after that day, harassing of the appellant become daily routine for the respondent and his family and against this when appellant said to her family then on dated 13.05.2024 a compromise has been held in the Ormanjhi Police station, from where respondent taken her back to the matrimonial house.

6. It has further been pleaded in memo of appeal that due to regular mental and physical harassment, on dated 13.06.2024 when she replied to the respondent and their family against the demand then respondent and her family brutally beaten her at the stage of about three month pregnancy, due to which she got unconscious and taken to the hospital in Ranchi where she was forced to make some signature on some papers about which she does not know and after returning back from hospital to her matrimonial house, some kind of pills has given to her forcibly due to which she had miscarriage of three month pregnancy.

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7. It has further been pleaded that respondent along with his father and bahnoi namely Arun saw reached Simariya for dropping the appellant stating that after some days he will take her back to the matrimonial house but respondent never comes back and send a copy of decree of Mutual divorce on dated 03.10.2024.

8. Thus, it has been pleaded that the order passed by the Principal Judge, Family Court, Ranchi in original Suit no. 457/2024 is based on false, fabricated and concocted facts produced by the Respondent before the Court. Submission of the learned counsel for the appellant-wife

9. It has been contended that the learned Family Court erred in recording the date of marriage as 21.04.2023, whereas in fact the marriage was solemnized on 21.04.2024 at Simariya, Chatra, with Hindu rites and rituals. At the time of marriage, dowry in the form of ₹8,51,000/- cash, jewellery worth ₹5,00,000/-, and household articles was given. The erroneous recording of the marriage date has vitiated the finding of the Family Court, rendering it patently unsustainable.

10. On the strength of the aforesaid factual error, it is submitted that the decree of mutual divorce has been obtained on fictitious ground. The statutory mandate of [Section 13-B](#) of the Hindu Marriage Act, 1955 has not been complied with, inasmuch as the marriage was solemnized only on 21.04.2024, as evidenced by Annexures-

2 and 3 series appended to the memo of appeal and without adherence to the statutory time-limit for the first motion i.e. one year of separation, no decree of divorce by mutual consent could lawfully have been passed.

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11. It has further been submitted that the appellant was in fact abandoned at her parental home at Simariya under false assurances of reunion, and was subsequently served with a decree of divorce dated 03.10.2024.

12. It has further been submitted that [Section 13-B](#) mandates free and voluntary consent of both parties throughout the statutory cooling-off period. The appellant never intended to dissolve the marriage voluntarily; her signatures were procured while she was admitted in hospital, under coercion and duress. The Family Court erred in mechanically accepting the petition without scrutinizing the voluntariness of consent.

13. In view of the foregoing, learned counsel for the appellant submits that the judgment and order passed by the Principal Judge, Family Court, Ranchi, in Original Suit No. 457 of 2024, dissolving the marriage on the ground of mutual consent, rests upon false, fabricated, and concocted facts advanced by the respondent. The impugned decree, being vitiated by fraud and statutory non-compliance, deserves to be quashed and set aside. Submission of the learned counsel for the respondent-husband

14. It has been submitted that the learned Family Judge has proceeded and decided the matter on the basis of the material available on record, as such, it cannot be said that the judgment suffers from any error.

15. The argument has been advanced that it is not available for the appellant-wife to take the ground by raising the impropriety in the impugned order.

16. It has been submitted that all efforts were made by the respondent- husband to restore the conjugal life but all went in vain, therefore, both the 5 2026:JHHC:30703-DB parties mutually agreed that the marriage should be dissolved with their mutual consent.

17. It has been contended that it is evident from impugned judgment that the appellant-wife in her reply to the Court question has stated that she has received Rs.4 lakhs along with Streedhan from the petitioner-husband and nothing is due against each other. She has also stated that she has received the settled amount of Rs.4 lakhs and all her Streedhan prior to mediation.

18. It has been submitted that both the parties have deposed in their statement that there is no case pending between the them and they are adamant to dissolve their marriage.

19. Learned counsel for the respondent-husband, based upon the aforesaid grounds, has submitted that the order impugned passed by the learned Family Judge, therefore, requires no interference.

Analysis:

20. We have heard the learned counsel for the parties as also gone through the finding recorded by the learned Family Judge in the impugned judgment.

21. As recorded in the impugned judgment, the case of the parties before the learned Family Court was that their marriage was solemnized on 21.04.2023 in accordance with Hindu rites and rituals. After the marriage, the parties lived together as husband and wife, but no child was born out of the wedlock. Owing to differences in temperament and incompatibility, disputes arose between them, and they had allegedly been living separately since 01.06.2023.

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22. It was further stated in the joint petition that efforts made by family members, relatives, neighbours and well-wishers to reconcile the parties had failed, and both had mutually agreed to dissolve their marriage. The joint petition was instituted on 12.06.2024 and admitted for hearing on 13.06.2024. The matter was referred to the Mediation where, according to the mediation report dated 13.06.2024, the parties remained firm in their decision to seek dissolution of the marriage.

23. On the basis of the joint petition and the statements recorded before it, the learned Family Court passed the impugned judgment dated 17.08.2024, dissolving the marriage by mutual consent and directing the parties to abide by the terms and conditions agreed upon between them.

24. The appellant-wife, being aggrieved by the aforesaid judgment and decree, has preferred the present appeal, challenging the legality and validity of the proceedings culminating in the dissolution of her marriage.

25. The specific case of the appellant is that her marriage was solemnized on 21.04.2024 at Simariya, District Chatra, in accordance with Hindu rites and rituals, and not on 21.04.2023, as recorded in the impugned judgment. She has alleged that at the time of marriage, a sum of ₹8,51,000/- in cash, jewellery worth approximately ₹5,00,000/- and other household articles were given to the respondent-husband and his family.

26. The appellant has further alleged that, within a few days of the marriage, she was subjected to harassment and taunts on account of an alleged demand for a Bullet motorcycle. According to her, a compromise was subsequently arrived at Ormanjhi Police Station on 13.05.2024, following which the respondent took her back to the matrimonial home. 7

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27. The appellant has also alleged that on 13.06.2024, when she was approximately three months pregnant, she was subjected to physical assault and was taken to a hospital at Ranchi. She claims that, while in the hospital, she was made to sign certain papers without being informed of their contents and that, after returning to the matrimonial home, she was allegedly compelled to take certain medicines, resulting in the termination of her pregnancy.

28. It is the further case of the appellant that the respondent-husband, accompanied by his brother-in-law, took her to her parental home at Simariya on the assurance that he would subsequently bring her back to the matrimonial home. However, according to the appellant, he did not return and instead handover her a copy of the decree of divorce dated 03.10.2024.

29. On these grounds, the appellant contends that the impugned decree was obtained on the basis of incorrect and fabricated facts, without ensuring compliance with the statutory requirements governing divorce by mutual consent and without ascertaining the free and voluntary consent of the appellant.

30. Learned counsel for the appellant-wife submits that the Family Court committed a material error in recording the date of marriage as 21.04.2023, whereas the actual date was 21.04.2024. This discrepancy is not a mere clerical mistake but strikes at the root of the matter, since the statutory requirement under [Section 13-B\(1\)](#) of the Hindu Marriage Act, 1955 mandates that the parties must have lived separately for at least one year before seeking dissolution of marriage by mutual consent. The joint petition having been filed on 12.06.2024, less than two months after the actual 8 2026:JHHC:30703-DB marriage date, could not satisfy the statutory precondition, rendering the decree unsustainable.

31. It is further urged that the appellant never intended to give free and voluntary consent to the dissolution of her marriage. Her signatures were allegedly procured under coercion and duress while she was admitted in hospital, and the Family Court failed to conduct any inquiry into the circumstances surrounding such consent. Consequently, the impugned judgment and decree, having been passed without proper verification of the date of marriage, the period of separation, and the voluntariness of consent, stand vitiated in law and are liable to be set aside.

32. Per contra, learned counsel appearing on behalf of the respondent-husband submits that the learned Family Court passed the impugned judgment on the basis of the materials available on record and the statements made by the parties before it. It has been argued that both the parties had voluntarily agreed to dissolve their marriage and that the learned Family Court committed no error warranting interference by this Court.

33. Learned counsel further submits that the appellant-wife had acknowledged before the learned Family Court that she had received a sum of ₹4,00,000/- along with her stridhan and that nothing remained due between the parties. It is contended that the parties had settled their disputes before the Mediation Centre and had expressed their intention to bring their matrimonial relationship to an end.

34. In the backdrop of the aforesaid factual aspect and having considered the rival submissions the following points arise for consideration: 9

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(i) Whether the learned Family Court was justified in passing a decree of divorce by mutual consent without adequately verifying the actual date of marriage and the statutory period of separation required under [Section 13-](#)

B(1) of the Act?

(ii) Whether the impugned decree can be sustained in the absence of a satisfactory determination that the consent of the appellant-wife was free, voluntary and subsisting at the relevant stage of the proceedings?

(iii) Whether the impugned judgment and decree warrant interference in exercise of the appellate jurisdiction of this Court under [Section 19\(1\)](#) of the Family Courts Act, 1984?

35. Since all the issues are intrinsically interlinked and rest upon a common substratum of facts and law, they have accordingly been taken up together and shall be answered conjointly.

36. But before answering the aforesaid issues foremost question arises herein that whether an appeal would lie under [Section 19](#) of the Family Courts Act, 1984 against a decree passed under [Section 13-B](#) of the Hindu Marriage Act, 1955 by mutual consent.

37. [In the Hindu Marriage Act](#), as originally enforced, there was no provision for divorce by mutual consent and the dynamics of law brought it into [Hindu Marriage Act](#) by way of amendment in the shape of [Section 13B](#) of Hindu Marriage Act 1955. If we go into legislative history, it will be revealed that [Section 13 B](#) was incorporated in the Hindu marriage Act by way of an amendment by [Section 8](#) of Act No 68 of 1976. The need for amendment in the law was felt to give parties to the marriage an alternative to get rid of a state of unwanted and unwarranted relationship. 10

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38. [The Hindu Marriage Act](#) specifically provides that divorce can be granted either on some fault grounds enumerated under [Section 13](#) of the Act or on the ground of mutual consent of the parties under [Section 13 B](#) of the Act provided certain preconditions are fulfilled.

39. After the introduction of [Section 13 B](#) in the [Hindu Marriage Act](#) parties to the marriage have been given a choice to get the marriage dissolved by withdrawing the petition filed U/s 13 of [Hindu Marriage Act](#) and by filing a fresh petition for Divorce by mutual consent. For ready reference [Section 13 \(B\)](#) is being quoted herein which reads as under:

"13-B. Divorce by mutual consent. - (1) Subject to the provisions of this Act a petition for dissolution of marriage by a decree of divorce may be presented to the district court by both the parties to a marriage together, whether such marriage was solemnized before or after the

commencement of the Marriage Law (Amendment) Act, 1976, on the ground that they have been living separately for a period of one year or more, that they have not been able to live together and that they have mutually agreed that the marriage should be dissolved.

(2) On the motion of both the parties made not earlier than six months after the date of the presentation of the petition referred to in sub-section (1) and not later than eighteen months after the said date, if the petition is not withdrawn in the meantime, the court shall, on being satisfied, after hearing the parties and after making such inquiry as it thinks fit, that a marriage has been solemnized and that the averments in the petition are true, pass a decree of divorce declaring the marriage to be dissolved with effect from the date of the decree."

40. Thus, from perusal of the aforesaid it is evident that the parties must have been living separately for a period of at least 01-year immediately preceding the presentation of the first motion, and living separately has no reference to the place of living (parties may reside under the same roof or may reside physically apart), but refers to the parties not living as husband and wife and having no desire to perform marital obligations with the mental attitude of living separately for a period of at least 01-year immediately preceding the presentation of the first motion. 11

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41. [Section 13-B](#) of HMA contemplates two stages. The first stage is of [Section 13-B\(1\)](#) that lays down the essential requirements to be fulfilled by the parties as detailed below:

- (i) The petition for divorce must be presented to the District Court;
- (ii) The said petition must be presented jointly, by both the parties to a marriage whether such a marriage was solemnised before or after the commencement of the [Marriage Laws \(Amendment\) Act, 1976](#);
- (iii) The parties have been living separately for a period of one year;
- (iv) The parties have not been able to live together; and
- (v) The parties mutually agreed that the marriage should be dissolved.

42. The second stage is of [Section 13-B \(2\)](#) that relates to the manner in which the court exercises its jurisdiction, provides that both the parties must again appear in the Second Motion before the court. The parties are also required to make a joint motion not less than six months after the date of presentation of the First Motion and not later than 18 months after the said date. The period of waiting ranging from six to eighteen months is intended to give an opportunity to the parties to reflect/renege and if one of the parties does not wish to proceed ahead with the divorce during this period, then divorce cannot be granted.

43. The said principle has been explained by the Hon'ble Supreme Court in [Sureshta Devi v. Om Prakash](#), AIR 1992 SC 1904, which reads as under:

"13. From the analysis of the section, it will be apparent that the filing of the petition with mutual consent does not authorise the court to make a decree for divorce. There is a period of waiting from 6 to 18 months. This interregnum was obviously intended to give time and opportunity to the parties to reflect on their move and seek advice from relations and friends. In this transitional period one of the parties may have a second thought and change the mind not to proceed with the petition. The spouse may not be a party to the joint motion under sub-section (2).

2026:JHHC:30703-DB There is nothing in the section which prevents such course. The section does not provide that if there is a change of mind it should not be by one party alone, but by both. The

High Courts of Bombay and Delhi have proceeded on the ground that the crucial time for giving mutual consent for divorce is the time of filing the petition and not the time when they subsequently move for divorce decree. This approach appears to be untenable. At the time of the petition by mutual consent, the parties are not unaware that their petition does not by itself snap marital ties. They know that they have to take a further step to snap marital ties. Sub-section (2) of [Section 13-B](#) is clear on this point. It provides that "on the motion of both the parties. ... if the petition is not withdrawn in the meantime, the court shall ... pass a decree of divorce ...". What is significant in this provision is that there should also be mutual consent when they move the court with a request to pass a decree of divorce. Secondly, the court shall be satisfied about the bona fides and the consent of the parties. If there is no mutual consent at the time of the enquiry, the court gets no jurisdiction to make a decree for divorce. If the view is otherwise, the court could make an enquiry and pass a divorce decree even at the instance of one of the parties and against the consent of the other. Such a decree cannot be regarded as decree by mutual consent."

44. Thus, the law gives the right to both the parties to take a decision whether, or not, to continue with the mutual consent divorce proceedings, and for that purpose a cooling off period of at least 6 months is provided under the scheme of the Act. It does not mean that an undertaking given by them to the Court to continue their consent even for moving the second motion petition can be said to be an illegal consent or undertaking or an undertaking recorded by the Court without jurisdiction.

45. If a party is permitted to resile from an undertaking given to the Court, in pursuance of an agreement arrived at between the parties, without any penal consequences, the same would completely destroy the sanctity attached to such solemn undertakings, and would encourage dishonesty and disrespect for the judicial process. It would also undermine the majesty and authority of courts, and instill doubts in the minds of the litigating public with regard to the efficacy of the judicial process and, in particular, with regard to the process of accepting undertakings by the Court and of the efficacy of the undertakings given to the Court by a party, and the acceptance thereof by the Court, as a part of a settlement process. 13

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46. In the case of [Kanwar Singh Saini v. High Court of Delhi](#), 2012 (2) SCC (CRI) 423, the Hon'ble Apex Court observed that instead of preferring contempt proceedings for willful disobedience the aggrieved parties should prefer an execution petition under [Order 21 Rule 32 of the CPC](#). The Court stated as under:

"18. In case there is a grievance of non-compliance with the terms of the decree passed in the civil suit, the remedy available to the aggrieved person is to approach the execution court under [Order 21 Rule 32 CPC](#) which provides for elaborate proceedings in which the parties can adduce their evidence and can examine and cross-examine the witnesses as opposed to the proceedings in contempt which are summary in nature. Application under Order 39 Rule 2-A [CPC](#) is not maintainable once the suit stood decreed. Law does not permit to skip the remedies available under [Order 21 Rule 32 CPC](#) and resort to the contempt proceedings for the reason that the court has to exercise its discretion under the 1971 Act when an effective and alternative remedy is not available to the person concerned. Thus, when the matter relates to the infringement of a decree or decretal order embodies rights, as between the parties, it is not expedient to invoke and exercise contempt jurisdiction, in essence, as a mode of executing the decree or merely because other remedies may take time or are more circumlocutory in character. Thus, the violation of permanent injunction can be set right in executing the proceedings and not the contempt proceedings. There is a complete fallacy in the argument that the provisions of Order 39 Rule 2-A [CPC](#) would also include the case of violation or breach of permanent injunction granted at the time of passing of the decree."

47. The Hon'ble Supreme Court in [Sanjeeta Das v/s Tapan Kumar Mohanti](#) (2010) 10 SCC 222 has observed that:

"No Court can assume jurisdiction to dissolve a Hindu Marriage simply on the basis of the consent of the parties dehors the grounds enumerated under [Section 13](#) of the Act, unless of course the

consenting parties proceed under [Section 13B](#) of the Act."

48. In the case of [Smt. Sureshta Devi](#) (supra) it has been laid down that on the joint motion of the parties to grant divorce by mutual consent the court is supposed to make an inquiry, hear and examine both the parties to ascertain that the averments made in the divorce petition are true and that the consent of the parties has not been obtained by force, fraud or undue influence.

49. [Section 23\(1\)\(bb\)](#) of the Hindu Marriage Act, 1955 also casts an obligation upon the courts in the matter of divorce by mutual consent to satisfy 14 2026:JHHC:30703-DB itself that the consent has not been obtained by force, fraud or undue influence. Thus, the Court is obliged to make requisite inquiry in the matter before proceeding to pass a decree of divorce by mutual consent.

50. Further, [Section 28](#) of the Hindu Marriage Act, 1955 which permitted filing of appeal against the decrees and orders passed under the Act placed no rider on filing appeal even against a consent decree. It permitted appeal against all decrees made by the Court in any proceedings under the Act, except those relating to award of costs.

51. At this juncture, it becomes apposite to examine the ratio [laid down by](#) various High Courts on the question whether an appeal under the [Family Courts Act, 1984](#) or the [Hindu Marriage Act, 1955](#) is maintainable against a decree of divorce obtained under [Section 13-B](#) of the Hindu Marriage Act on the basis of mutual consent.

52. There is no dispute that the order passed by the different High Courts is not having binding precedence upon another High Court. Even though the order passed by different High Court is having no binding effect, but order passed by the different High Courts is having the persuasive value for coming to a conclusion, taking into consideration the facts of the case, as such it is required to first dealt with the facts of both the cases.

53. Reference in this regard be made to the judgment rendered in [Pradip J. Mehta v. Commissioner of Income Tax, Ahmedabad](#) [(2008) 14 SCC 283], wherein at paragraph 23, it has been held as under:-

"23. Although, the [judgments referred to above](#) were cited at the Bar in the High Court, which were taken note of by the learned Judges of the Bench of the High Court, but without either recording its agreement or dissent, it answered the two questions referred to it in favour of the Revenue. Judicial decorum, propriety and discipline required that the High Court should, especially in the event of its contra view or dissent, have discussed the aforesaid judgments of the different High Courts and recorded its own reasons for its contra view. We quite see the fact that 15 2026:JHHC:30703-DB the judgments given by a High Court are not binding on the other High Court(s), but all the same, they have persuasive value. Another High Court would be within its right to differ with the view taken by the other High Courts but, in all fairness, the High Court should record its dissent with reasons therefor. The judgment of the other High Courts, though not binding, have persuasive value which should be taken note of and dissented from by recording its own reasons."

54. The Punjab High Court in the case of [Smt. Krishna Khetarpal Vs. Satish Lal AIR 1987 Punjab & Haryana 191 and Charanjit Singh Mann Vs. Neelam Maan](#) AIR 2006 Punjab and Haryana 201 have held that against the decree of divorce by mutual consent appeal is maintainable under [Section 28](#) of the Hindu Marriage Act, 1955.

55. In [Krishna Khetarpal](#) (supra) while considering the import of Section 96 of the Civil Procedure Code, it was held that (i) a right of appeal is creature of a statute and is a substantive right; (ii) [section 28\(1\)](#) of the HMA provides the right of appeal against all decrees made by the court in any proceedings under the Act - these decrees may be consent decrees or otherwise; (iii) decree of divorce by mutual consent under [Section 13B](#) is also appealable under [Section 28](#) - the scheme of the HMA is not averse to passing of consent decrees (considerations under [Section 23](#) apart) and the appeal against the said decree is maintainable by either party, as a matter of right; (iv) in contrast, the appeal under [Section 96](#) of the CPC is on a different footing; (v) the bar to an appeal against a consent decree is based on the broad principle of estoppel; (vi) in passing of consent decree under [Order 23 CPC](#), the court plays no role of justicing and it is the parties themselves who do justice to themselves by consent and the court puts a seal thereon as a decision of its own; (vii) it is for this reason that the Legislature in its wisdom considered it advisable not to provide a re-hearing of the matter in appeal; (viii) an appeal against the

decree of divorce by mutual consent, distinctively, is not merely on consent of the parties, for the matrimonial court is involved in the decision making so that it 16 2026:JHHC:30703-DB accords not only with the provisions of [Section 13B](#) of the HMA but also [Section 23](#) of the said Act; (ix) thus a decree of divorce by mutual consent is not merely on mutuality of the consenting parties but the courts involvement in the decision making is inextricably a part of the decree and since the possibility of an error, legal or factual, entering in the decision making cannot be ruled out, an appeal under [Section 28](#) of the Act has been provided; and, (x) the matrimonial court under [Section 23\(1\)\(bb\)](#) of the HMA, before granting a decree for divorce on mutual consent, has to ensure that consent has not been obtained by force, fraud or undue influence.

56. It needs to refer herein the ratio rendered by the Bombay High Court in *Sushama Vs. Pramod*, AIR 2009 Bom 111 wherein it was the contention of the wife therein that her signatures on the petition for mutual consent and accompanying affidavits were obtained under false pretext and she was compelled to place her signatures upon it. It was held therein that the matrimonial court, from the said documents on record which prima facie showed that the husband and wife were residing at the same place, ought to have been put to an inquiry and verified the said fact but had failed to do so and had mechanically passed the order of dissolution of marriage. In the said case the contention of the husband that the appeal was not maintainable was negated relying on [Krishna Khetrapal](#) supra and [Charanjeet Singh](#) supra.

57. In *Jyoti Vs. Darshan Nirmal Jain* AIR 2013 Guj 218 (DB), the Gujrat High Court hold that, (i) per [Section 10](#) of the Family Courts Act, the provisions of [CPC](#) apply to proceedings before a Family Court but [Section 20](#) thereof gives overriding effect to the provisions of the [Family Courts Act](#) notwithstanding anything inconsistent therewith contained in any other law for the time being in force; (ii) thus, if a provision in [CPC](#) is inconsistent with the provisions of 17 2026:JHHC:30703-DB the Family Courts Act, it will have no effect; (iii) [section 19](#) of the Family Courts Act is a complete code for hearing of appeals from the final orders of the Family Courts and it would not be possible to import provisions of [CPC](#) and make the appeal maintainable if otherwise the same is not in terms of [Section 19](#); (iv) in *Neera Saxena Vs. Sanjeev Kumar Saxena* AIR 2000 All 277, a Division Bench of the Allahabad High Court held that whether in fact fraud was practiced by the husband on court in filing application in the name of the wife was a question of fact which could be conveniently and appropriately gone into by the original court itself and relegated the appellant to the Family Court;

(v) whatever the position under [the CPC](#), in view of the language used in [Section 19\(2\)](#) of the Family Courts Act, no appeal would be maintainable against a decree or order passed by the Family Courts with the consent of the parties even if the party to such consent were to contend that consent was obtained through force or fraud; (vi) however if there was an error apparent on the record of the Family Court and on the basis of the material before the Family Court, no consent decree could have been passed and the Family Court passed a consent decree solely on consent but not on its own satisfaction of the required ingredients for passing such judgment and decree, the appeal under [Section 19\(2\)](#) would not be barred; and, (vii) a decree for mutual consent under the provisions of the HMA is based not merely on consent but also on the satisfaction accorded of the Judge, Family Court and thus appeal under [Section 19\(2\)](#) is not barred. It may be mentioned that in the facts of the case it was found to be borne out from the record itself that the petition for divorce by mutual consent was filed before the expiry of one year of separation.

58. In *Sumesh Kumar Gupta Vs. Sapna Gupta* 2013 SCC Online P&H 26608 (DB) the appeal was preferred against the dismissal of the petition for 18 2026:JHHC:30703-DB dissolution of marriage by mutual consent. The appeal was held to be maintainable though on merits was dismissed.

59. In *Pooja Vs. Vijay Chaitanya* AIR 2018 All 207 (DB) again holding [Section 19\(2\)](#) to be not a bar to an appeal against the decree of dissolution of marriage by mutual consent.

60. In *Tiji Daniel Vs. Roy Panamkoodan* 2018 SCC Online Ker 4145 (DB) also holding [Section 19\(2\)](#) of the Family Courts Act to be not a bar to the maintainability of the appeal against a decree of divorce by mutual consent. The dissolution of marriage by mutual consent in this case was under [Section 10A](#) of the Divorce Act, 1869 and it was found in the facts of the case that decree for divorce by mutual consent was granted on first motion itself and thus suffered from error of procedure.

61. In the case of S. Rajkannu vs. R. Shanmugapriya AIR 2016 Mad. 42, relying on [Sureshta Devi vs. Om Prakash](#) AIR 1992 SC 1904 it has been observed that mere filing of the petition for dissolution of marriage by mutual consent does not authorize the court to make a decree for divorce and holding that the provisions of [Order 23 Rule 3 CPC](#) are not applicable to a decree passed under [Section 13B](#) HMA and thus a decree of dissolution under [Section 13B](#) is appealable under [Section 28](#) of the HMA.

62. It would thus appear that the view of the High Courts of Bombay, Gujarat, Allahabad, Kerala and Madras is the same as that of the High Court of Punjab & Haryana i.e. to the effect that an appeal lies against a decree for dissolution of marriage by mutual consent and [Section 19\(2\)](#) does not bar such appeal. However, it is also obvious from the narrative of the various judgments aforesaid that in each of the cases, decree for divorce by mutual consent had been passed in violation of the procedure provided by law and which violation 19 2026:JHHC:30703-DB was evident from the record before the Family Court and qua which no proper inquiry had been done by the Family Court.

63. Now re-adverting to the merit of the case. in the present case, the most significant circumstance emerging from the pleadings is the discrepancy concerning the date of marriage. The impugned judgment records the date of marriage as 21.04.2023, whereas the appellant asserts that the marriage was solemnized on 21.04.2024. The joint petition is stated to have been instituted on 12.06.2024.

64. If the appellant's assertion concerning the date of marriage is established from the contemporaneous documents placed on record, the parties would have been married for less than two months when the joint petition was instituted. In such circumstances, the requirement under [Section 13-B\(1\)](#) that the parties must have lived separately for at least one year could not have been fulfilled.

65. The discrepancy, therefore, cannot be brushed aside as an inconsequential mistake without examining the relevant evidence. The date of marriage is a foundational fact in matrimonial proceedings, particularly where the Court is called upon to exercise jurisdiction under a provision prescribing a minimum period of separation. The learned Family Court was required to ascertain the correct date of marriage before recording its satisfaction regarding the statutory requirements.

66. The impugned judgment, as described in the materials placed before this Court, does not adequately explain the basis upon which the date of marriage was recorded as 21.04.2023, nor does it demonstrate a satisfactory examination of the conflicting assertions concerning the actual date of marriage. In the absence of such verification, the finding that the statutory 20 2026:JHHC:30703-DB requirements under [Section 13-B](#) stood fulfilled cannot be accepted without further scrutiny.

67. The position is further clarified by [Section 14](#) of the Act, which ordinarily bars the entertainment of a petition for divorce before the expiry of one year from the date of marriage, subject to the limited statutory exception provided therein. The statutory requirements under [Sections 13-B\(1\)](#) and [14](#) operate in their respective fields and cannot be treated as interchangeable. In particular, the exception under [Section 14](#) cannot, by itself, dispense with the independent requirement of one year's separation under [Section 13-B\(1\)](#).

68. Thus, if the marriage was solemnized on 21.04.2024, as asserted by the appellant, the institution of the petition under [Section 13-B](#) of the Hindu Marriage Act on 12.06.2024 would give rise to a substantial question touching upon the maintainability of the said petition. The issue of maintainability ought to have been considered only after resolving the rival contention regarding the contradiction in the date of solemnization of marriage as borne out from the record. Without first adjudicating that controversy between the date of marriage asserted by the appellant and the date stated by the respondent-husband, the petition for divorce by mutual consent could not have been decided in an amicable manner.

69. Further it was incumbent upon the learned Family Court to ensure that the appellant-wife's consent was free, informed and voluntary and that she continued to agree to the dissolution of marriage when the decree was passed. The recording of a settlement before the Mediation Centre, by itself, could not relieve the Court of its statutory obligation to verify the genuineness of the consent and the truthfulness of the material averments. 21

70. In the present case, the appellant alleges that her signatures were obtained under coercive circumstances while she was admitted to a hospital and that she was not made aware of the contents of the documents she signed. She further disputes the factual foundation upon which the joint petition proceeded. These allegations, particularly when considered alongside the discrepancy in the date of marriage, required careful judicial scrutiny.

71. This Court is mindful of the settled principle that a mere allegation of coercion, made in the memorandum of appeal, cannot by itself be accepted as established. Such an allegation requires proper inquiry and verification by the court concerned before it can be acted upon.

72. Further, the statement attributed to the appellant regarding receipt of ₹4,00,000/- and her stridhan may be relevant to the financial settlement between the parties. However, it does not, by itself, resolve the question whether the marriage was dissolved in accordance with the mandatory requirements of [Section 13-B](#) of the Act. Compliance with the statute cannot be substituted by a settlement between the parties.

73. Furthermore, it is evident from the order dated 07.08.2026 passed by this Court wherein it has been contended by the learned counsel for the appellant that, although a sum of ₹4,00,000/- was stipulated as a condition of settlement prior to the passing of the decree of dissolution of marriage under [Section 13-B](#) of the Hindu Marriage Act, 1955, the said amount has in fact never been paid. Learned counsel for the appellant has substantiated this contention by drawing attention to the respondent's evidence, particularly the cross-examination dated 31.07.2024, wherein reference was made to a lump-sum settlement of ₹4,00,000/-, but the clause itself appears to have been cut or crossed out.

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74. From the aforesaid circumstances, it is manifest that there exists a contradictory statement regarding the financial settlement clause, thereby casting serious doubt on the genuineness of the alleged terms of consent.

75. Based upon the aforesaid discussion and factual aspect, it is considered view of this Court that the allegations relating to different year of marriage, suspicious statement about financial settlement between the parties are serious in nature. This Court is conscious that these allegations have been set out by the appellant in support of her challenge to the impugned decree. However, in the absence of a complete evidentiary examination, this Court refrains from recording any conclusive finding regarding the truth of those allegations/claim.

76. The learned Family Court, while exercising jurisdiction under [Section 13-B](#), was required to examine whether the essential statutory conditions were fulfilled and whether the consent relied upon was genuine and subsisting. A decree dissolving the matrimonial bond cannot be sustained solely on the basis of a settlement or an apparent agreement if the foundational statutory requirements remain unverified.

77. The contention of the respondent-husband that the appellant had earlier consented to the dissolution of marriage does not, by itself, answer the objection concerning the incorrect recording of the date of marriage. Nor does the alleged receipt of the settlement amount establish that the statutory requirement of one year's separation had been satisfied. The validity of the decree must be determined with reference to the statutory conditions and the material facts relevant to the date of institution of the proceedings.

78. This Court is, therefore, of the considered view that the discrepancy concerning the date of marriage, when examined alongside the appellant's 23 2026:JHHC:30703-DB challenge to the voluntariness of her consent, raises a fundamental question concerning the legality of the decree passed by the learned Family Court.

79. The impugned judgment does not demonstrate adequate consideration of these material issues. The failure to satisfactorily verify the statutory requirements under [Section 13-B](#) and the genuineness of the appellant's consent

renders the decree legally unsustainable, provided the appellant's asserted date of marriage and the relevant procedural facts are borne out by the record.

80. Ordinarily, a decree of divorce passed on mutual consent under [Section 13-B](#) of the Hindu Marriage Act is not open to challenge by way of appeal, since it rests upon the voluntary agreement of both parties. However, where the very foundation of such consent is disputed alleged to be obtained by coercion, fraud, or without bona fide intention the matter assumes a different complexion. In such case it becomes the solemn duty of the Court to conduct an inquiry into the genuineness and voluntariness of the consent before proceeding to dissolve the marriage. In the present case, the Family Court failed to undertake such inquiry and recorded its satisfaction mechanically.

81. In view of these circumstances, this Court is of the considered opinion that even a consent decree may be assailable where the consent itself is in question and the statutory safeguards have not been observed. Accordingly, an appeal against such a decree is maintainable, subject to objections raised by the opposite party, and the impugned judgment and decree cannot be sustained without proper scrutiny of the foundation fact of date of marriage between the parties and voluntariness of the appellant's consent.

82. In these circumstances, the submission advanced on behalf of the respondent-husband that no interference is warranted cannot be accepted. The sanctity of a decree of divorce by mutual consent rests upon strict compliance 24 2026:JHHC:30703-DB with the statutory preconditions and foundational facts, such as the date of marriage. Neither the convenience of the parties nor the existence of a purported settlement can validate a decree passed in disregard of those mandatory requirements. Where, as alleged by the appellant, the very foundation fact of the marriage date is in dispute, the decree cannot be sustained without proper judicial scrutiny.

83. For the reasons discussed hereinabove, this Court is of the considered view that the impugned judgment and decree dated 17.08.2024 passed by the learned Additional Principal Judge, Family Court, Ranchi, in Original Suit No. 457 of 2024, cannot be sustained on the materials and reasoning presently disclosed. In light of the allegations and claims advanced by the appellant, the matter warrants a fresh inquiry to be undertaken by the learned Family Court before any decree of divorce on mutual consent can be lawfully affirmed.

84. Accordingly, the judgment and decree dated 17.08.2024 passed in Original Suit No. 457 of 2024 are, hereby, quashed set aside.

85. Accordingly, the matter is remitted to the learned Additional Principal Judge, Family Court, Ranchi, for fresh consideration. The learned Family Court shall conduct a due inquiry into the actual date of marriage, financial settlement as claimed by the respondent, voluntariness of consent and the factual aspects as mandated under law, and thereafter pass an appropriate order strictly in accordance with the settled legal position.

86. Consequent thereto, the Original Suit No. 457 of 2024 restored to its original file and both the parties are hereby directed to appear before the learned Additional Principal Judge, Family Court, Ranchi within six weeks from the date of passing of this order and led their evidences in support of their claim. 25

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87. Consequently, the parties shall stand restored to the legal position obtaining immediately before the passing of the impugned decree, subject to any further order passed by a competent court in accordance with law. The setting aside of the decree shall not, by itself, constitute a finding that the allegations/claims of appellant stand proved.

88. With the aforesaid directions and observations, the instant appeal stands disposed of.

89. Pending interlocutory application(s), if any, also stands disposed of.

90. Before parting with this order, this Court finds it appropriate to observe that the learned Additional Family Judge, appears to have overlooked certain basic aspects of the [Hindu Marriage Act](#). By proceeding to decree the

matter without first determining the actual date of marriage, the Court below has inadvertently caused prejudice to the appellant. Such an approach, though perhaps unintended, reflects a degree of insensitivity to the statutory requirements and to the rights of the litigants, which ought to be avoided in the course of judicial adjudication.

I Agree.

(Sujit Narayan Prasad, J.)

(Sanjay Prasad, J.)

(Sanjay Prasad, J.)

13/10/2026

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Rohit A.F.R.

Uploaded on 14.10.2026