**Mutual Compromise Deed Format**

This Mutual Compromise Deed is executed on this day

  ( Put the date )  at  ( Put the place) between the following parties:

(Name and address of the complainant) (Hereinafter referred to as the First Party)

AND

(Name and address of the Accused ) ( Hereinafter referred to as the Second Party)

Whereas both the parties were **married on** ( Give date of marriage here) through **Hindu rites and ceremonies** and cohabited as husband and wife since then.  (Or describe the process of solemnisation of marriage of the parties)

And Whereas after the marriage owing to the temperamental difference, different of habits, taste thoughts and increasing incompatibility, the relationship between the parties deteriorated finally to avoid further deteriorated in relationship the parties had started living separately since.

And Whereas as efforts and attempts were made by the friends and relatives for reconciliation and for the resumption of marital relationship, but it could not be successful due to the temperamental differences which have rendered normal married life impractical and impossible. The marriage has broken down irretrievably.

And Whereas the parties with the intervention of their parents, relatives, well-wishers and friends have now mutually agreed that have this marriage should be resolved by decree of Divorce by mutual consent on the following terms and conditions of the present Mutual Compromise Deed.

It is agreed between the parties that the First Party shall pay some Rs—————-as consolidated and full amount against all the claims of the Second party and/or any dues of her family members which shall also include all dues of Stridhan, past, present and future maintenance, permanent alimony and all other claimed and unclaimed dues. After taking the aforesaid amount, the second party shall be treated to have amicably settled all their disputes towards Stridhan, dowry Articles, permanent alimony and maintenance etc. and she is not claiming any amount against the same as she has already collected all her belongings and there is no claim in any manner now.

It is agreed between the parties, that the they would file a mutual divorce petition before the Family Court within one week of signing of the present MOU and shall appear before the court to make their statements before the Ld.

The amount of Rs————————- shall be deposited in a FD in a bank by the First Party in the name of the Second Party before the filing of the First Motion and the proof of the same shall be attached alongwith the First Motion petition. The said amount shall be finally transferred to the account of the Second Party at the time of recording of the statement before the court in the second In the event of the Second Party backing out from making the statement before the court in the Second motion, the First party shall be at liberty to withdraw the FD amount in his name.

The remaining amount of Rs————–shall be paid to the Second Party by the First Party in cash or through DD or Bankers Cheque at the time of recording of the statement before the court in Second Motion of mutual

It is agreed between the parties, that both the parties shall not file any suit petition or complaint etc. against each other and against the family members of each other in future and shall withdraw all the complaints, proceedings if filed anywhere before any authority in this regard whenever the same comes to the knowledge of the parties.In case any such proceedings are pending, the present Mutual Compromise Deed shall be filed there and the parties would appear and make statement before the said court.

That both the parties hereby agreed that this Mutual Compromise Deed is irrevocable and unquestionable and undertake that this Mutual Compromise Deed would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained hereinbefore.

And Whereas this Mutual Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side.

In witnesses whereof, both the parties have signed the present Mutual Compromise Deed in the presence of following witnesses:

Witnesses:

First Party

Second Party