

SEPARATION AGREEMENT BETWEEN A HUSBAND AND WIFE

The Hindu Marriage Act, 1955

THIS AGREEMENT made at..... on this..... day of.....20___, between A, son of B, resident of..... (Hereinafter called "the husband") of the ONE PART and Mrs. A his wife (hereinafter called "the wife") of the OTHER PART. WHEREAS the husband and wife are living separately due to differences and disputes having arisen between them. AND WHEREAS they want to live separate, apart from each other and intend to live separate at all times hereafter unless there is any reconciliation.

NOW THIS AGREEMENT WITNESSETH THAT:

1. The parties shall live separately and apart from each other and no party shall have any right, authority over the other or shall institute any legal proceeding for restitution of conjugal rights or otherwise.
2. The husband shall during the life time of the wife pay to her a sum of Rs..... p.m. for her maintenance and the maintenance of the children. However, if the wife does not lead a chaste life, the husband shall be entitled to stop the payment of maintenance allowance after giving her notice.
3. The wife shall be entitled to the custody and guardianship of the children of the marriage, namely C and D now aged..... Years and..... years, respectively. The wife shall maintain and educate the said children until they shall respectively attain the age of majority. The husband shall not be liable for any claim or demands of the children and the wife shall keep the husband indemnified from and against all claims and demands in respect of such children.
4. The wife shall pay for and discharge all liabilities or debts incurred by her after the date of these presents, whether for maintenance, support or otherwise and the husband shall not be liable for the same. The wife indemnifies and keeps indemnified the husband against all claims, actions and demands on that account and if the husband has to pay any sum on account of the liabilities of debts incurred by the wife, he is entitled to deduct the same from the amount payable to the wife under this agreement.
5. The wife may remove all her wearing apparel, jewelry and other personal effects, etc. belonging to her from the husband's place and retain the said goods as her separate property.
6. The husband may have the access to the children at every Sunday between ___A.M. to ___ P.M. He may have the sole society of the children in the said timings on the said day.
7. Notwithstanding anything contained in this agreement, it is expressly agreed that if at any time hereafter, the parties live together as husband and wife with mutual consent, then in that case, the said sum payable to the wife-under this agreement shall no longer be payable and the agreements hereinabove contained shall become void.
8. This agreement shall be revoked by the death of either the husband or wife.
9. This agreement shall be executed in duplicate. The original shall be retained by the husband and duplicate by the wife.

IN WITNESS WHEREOF, the parties have set their respective hands to these presents and a duplicate hereof on the day and year first hereinabove written.

Signed and delivered by the within named husband Mr. A.

Signed and delivered by the within named wife Mrs. C

WITNESSES;

- 1.
- 2.