

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.180 of 1985 (O&M)
Date of Decision: 20.11.2015

Ram Kumar & Ors.

. . . . Appellants

VS.

Kamla Devi & Ors.

. . . . Respondents

CORAM: HONBLE MR.JUSTICE SURYA KANT

Present: Mr. CB Goel, Advocate for the appellants
Mr. Anil Bansal, Advocate for the respondents
Mr. GC Shahpuri, Advocate

SURYA KANT J. (ORAL)

(1). This Regular Second Appeal is directed against the judgement and decree dated 03.12.1984 passed by the Lower Appellate Court whereby the judgement and decree dated 27.08.1982 passed by the trial Court was reversed and the suit filed by respondent No.1-plaintiff has been decreed.

(2). Learned counsel for the parties jointly state at the bar that the dispute has been amicably settled and in terms thereof, the first respondent (Smt. Kamla Devi) will be entitled to ₹15000/- in lumpsum as monthly maintenance during her lifetime. It is further stated that out of ₹15000/-, appellant No.3 (Mohan Lal s/o Krishan Chand) shall contribute ₹7000/-, appellants No.1&2 and LRs of appellant No.6&7 shall contribute ₹5000/- whereas the balance amount of ₹3000/- shall be paid by appellant No.4&5 i.e. Ashwani Kumar and Vipin Kumar sons of Munshi Ram.

(3). The appellants and/or their LRs as well as the first respondent have deposed on oath in support of the amicable settlement.

(4). In this view of the matter, the instant appeal is allowed in part and the judgements and decrees passed by both the Courts below are modified and the suit filed by respondent No.1 is decreed in terms of the above-stated settlement according to which, the first respondent is held entitled to seek maintenance @ ₹15000 p.m. w.e.f. 01.11.2015 from the appellants jointly or severally as per their respective undertaking noticed in para 2 above. The said amount of maintenance shall be paid to respondent No.1 on or before 10th day of every calendar month. The appellants shall be at liberty to either deposit the maintenance amount directly in the bank account of respondent No.1 i.e. No.6065121585 of Indian Bank at Chandni Chowk, Old Subzi Mandi, Kaithal (IFSC Code: IDIB000K187) or pay her by way of demand draft. The *inter se* liability towards payment of lumpsum amount of maintenance amongst the appellants shall be as per their statements on oath made today. As regards the maintenance of November, 2015, the appellants are directed to pay the same to respondent No.1 on or before 30.11.2015.

(5). The appeal stands disposed of in above terms.

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(Surya Kant)
Judge