

In the High Court of Punjab and Haryana at Chandigarh

FAO-M-37 of 2009(O&M)
Date of Decision: 23.9.2015

Rajji Devi

---Appellant

versus

Som Pal

---Respondent

Coram: Hon'ble Mr. Justice Rajive Bhalla
Hon'ble Mrs. Justice Rekha Mittal

Present: Mr.A.K.Jain, Advocate
for the appellant
with Rajji Devi-appellant in persons

Mr.Mohan Singh Rana, Advocate
for the respondent
with Sumer Chand-father of the appellant

- 1. Whether Reporters of local papers may be allowed to see the judgment?**
- 2. To be referred to the Reporter or not?**
- 3. Whether the judgment should be reported in the Digest?**

Rajive Bhalla, J.

The appellant challenges judgment and decree dated 22.1.2009 passed by the Additional District Judge, Jagadhari granting a decree of divorce to the respondent-husband.

During pendency of these proceedings, parties were referred to mediation before the Mediation and Conciliation Centre, of this Court where they have recorded a written settlement/agreement dated 9.1.2014. A

relevant extract from the settlement/agreement reads as follows:-

(1)that both the parties have agreed to live separately and hence, the appellant-wife agrees to withdraw the present appeal on the conditions mentioned in the present Settlement/Agreement as the Trial Court has already granted the divorce.

(2)That out of this wedlock three children were born i.e. two sons and one daughter. Daughter is already married and elder son Vishal lives with respondent-husband while the younger son Ravi lives with the mother. It is agreed that both the sons will continue to live as it is with their respective parent.

(3)That in lieu of maintenance lumpsum the respondent's father Sumer Chand undertakes to transfer the house where the appellant is presently living within 8 months i.e. before 30.9.2014 in her name. This portion (in the possession of appellant wife) within the boundary wall consisting of two rooms on the western side. Father of the respondent undertakes to present the Kacha Site plan on the date fixed in the Hon'ble High Court. The said house sought to be transferred to the appellant is to the extent of his share (father of the respondent) in the total area allotted by the Govt. Authority to him alongwith his two sisters and one brother. This transfer affected in her favour shall convey absolute

title.

(4)That sum of Rs. 5000/- is paid to the appellant by the respondent Sompal today in the Mediation Centre towards travelling expenses.

(5)That the abovesaid deal is full and final settlement between the abovesaid parties and no party will claim in future.

(6)That it is settled that this settlement/agreement will be final and both the parties will withdraw or get quashed all the pending civil and criminal cases against each other.

(7)This agreement is signed today i.e. 9.1.2014 in the present of the witness mentioned below.

(8)That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

The respondents have filed a site plan (Annexure R3/P-3) depicting the area to be transferred to the appellant. The area consists of two rooms and an open court yard on the western side, measuring 37 ½ square yards. In order to avoid any confusion, we have marked the area to be transferred to the appellant as “ABCD” (in red ink) but as agreed between the parties, this area would include the boundary wall surrounding the area “AB”.

The parties are present alongwith their respective counsel and

pray that in view of the settlement/agreement dated 9.1.2014, the appeal may be dismissed as withdrawn.

In view of the compromise and statements made by counsel for the parties, the appeal is dismissed as withdrawn. The judgment and decree dated 22.1.2009 passed by the Additional District Judge, Jagadhari is affirmed. The compromise shall be a part of decree dated 22.1.2009. Parties shall forthwith comply with the terms of the compromise, preferably within three months.

(Rajive Bhalla)
Judge

(Rekha Mittal)
Judge

23.9.2015

PARAMJIT