

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

FAO (FC)220-2014
Date of Decision: 05.10.2015

Prabhi G.Singh

..Appellant

versus

Swati

..Respondent

CORAM: HON'BLE MR.JUSTICE RAJIVE BHALLA
HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Navkiran Singh, Advocate, for the appellants.

Mr. Gurinder Singh, Advocate,
for Mr. S.S.Narula, Advocate,
for the respondent.

RAJIVE BHALLA, J.(ORAL)

The appellant challenges judgment and decree, dated 30.10.2013, passed by the Family Court, Gurgaon, granting a decree of divorce.

Counsel for the parties state that during pendency of the appeal, parties have resolved their differences and by way of a written settlement deed, dated 02.10.2015, agreed that upon payment of Rs.32,00,000/-(thirty two lac only),all outstanding disputes, namely, the dispute regarding the ex-parte decree of divorce, the dispute regarding maintenance, the dispute regarding alimony, the dispute regarding domestic violence and the dispute arising from FIR No.379 dated 12.10.2012 registered under Sections 498-A/406/506/34 IPC at Police Station Sadar Gurgaon, stand resolved.

Counsel for the parties have presented the written settlement deed, in court, which is taken on record. Counsel for the parties, verify the

signatures of the parties. Counsel for the parties pray that as parties have decided to bring this litigation to an end, the appeal may, as agreed, be dismissed as withdrawn.

We have heard counsel for the parties and perused the settlement deed, dated 02.10.2015. A perusal of the settlement deed reveals that the parties have resolved this unfortunate dispute in the following terms:-

“ 7 That with the intervention of counsel for both the parties have agreed to settle all disputes and bring to end all litigation, and as a full and final settlement have agreed to an amount of Rs.32,00,000/- (Rupees Thirty lacs) to be paid by the 2nd Party to the 1st Party. This amount would settle all claims of the 1st Party as against the 2nd party, including present and future maintenance and also a lump sum amount in lieu of any other amount of compensation or as an amount in lieu of dowry/gift items. Out of this amount the first installment of Rs.16 lacs (sixteen lacs) has been handed over to party No.1 by way of demand draft of SBI Bank No.282588 dated 01-10-2015 in the name of Swati Chawla.

8. That pursuant to this settlement, the parties shall bring to an end all litigation between them. The appeal filed by Prabhi G.Singh against the decree of divorce shall be withdrawn, thereby rendering the said divorce decree in respect of Marriage registered before Marriage Registrar Hissar on 02-02-2010 under registration No.371

between Prabhi Gurpal Singh and Swati Chawla, to be final. The appeal against the maintenance shall be conceded to by the 1st party and shall be got allowed thereby setting aside the order of maintenance. The complaint filed by the 1st Party under Domestic Violence Act would also be withdrawn by them on the basis of this settlement.

9. That in the matter of FIR No.379 dated 12.10.2012 under sections 498-A/406/506/34 IPC at Police Station Sadar Gurgaon which is also pending in the competent court at Gurgaon, the party No.2 shall file a quashing petition in the Hon'ble High Court on the basis of this compromise and the Party No.1 will be bound to make a statement before the trial court or the Hon'ble High Court for quashing of the FIR on the basis of compromise and second installment of Rs.16 lacs (sixteen lacs) will be released in the name of Swati before the Hon'ble High Court at the time of final hearing in the quashing matter, and the quashing of FIR shall be subject to the payment mentioned herein.

10. That in the quashing of FIR matter party No.1 in case will not be available in person, her mother namely Dr. Sushila Chawla shall make a statement before the Hon'ble Trial court or the Hon'ble High Court. Similarly, in the absence of Prabhi G.Singh, attorney Col.Gurpal Singh can make the statement before the Hon'ble Trial Court or

the Hon'ble High Court in order to facilitate the quashing of the FIR.

11. That the parties further undertake not to embroil each other in any other litigation or cases in future on any account, and they shall live peacefully, without causing any interference and/or hindrance in each other's lives."

The respondent, it will be necessary to record, has received Rs.16,00,000/- (Rs. Sixteen lac) out of a total amount of Rs.32,00,000/- (Rs.thirty two lac) payable under the settlement. The balance amount of Rs.16,00,000/- (Rs. Sixteen lac) is to be paid at the time of quashing of the FIR.

In view of the settlement and statement made by counsel for the parties, the appeal is dismissed as withdrawn. The judgment and decree, dated 30.10.2013, passed by Family Court, Gurgaon, dissolving the marriage between the parties, is affirmed.

(RAJIVE BHALLA)
JUDGE

(REKHA MITTAL)
JUDGE

05.10.2015
VK