

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CM No. 3022-CII of 2015 and
FAO No. M-221 of 2013
Decided on : 10.02.2015**

Vikas Verma

... Appellant

Versus

Saruchi Verma

... Respondent

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MRS. JUSTICE SNEH PRASHAR**

PRESENT: Mr. Shakti Mehta, Advocate
for the applicant-appellant.

Mr. Saurav Bhardwaj, Advocate
for the non-applicant/respondent.

AJAY KUMAR MITTAL, J. (Oral)

CM No. 3022-CII of 2015

This is an application under Section 151 of the Code of Civil Procedure for placing on record a copy of the Settlement/Agreement dated 24.12.2014 (Annexure 'A').

It has been submitted in the application that the dispute has been amicably settled by way of compromise, whereupon, a Settlement/Agreement dated 24th December, 2014, has been reduced in writing, before the Mediation and Conciliation Centre of this Court. A copy of the same has been appended as Annexure 'A' along with the application. It was not disputed by the learned counsel for the appellant that in terms of the Settlement/Agreement dated 24th December, 2014, the parties shall file a petition under Section 13-B of the Hindu Marriage Act, 1955 (for brevity 'the Act') for getting divorce by way of mutual consent.

In view of the above, the Agreement/Settlement dated 24th December, 2014 (Annexure 'A'), filed along with the application is taken on

record, subject to all just exceptions.

CM stands disposed of accordingly.

FAO NO. M-221 of 2013

The present appeal arises from the judgment and decree dated 25th May, 2012, passed by the trial Court in a petition filed under Section 13 of the Act, for dissolution of marriage by way of decree of divorce.

2. Learned counsel for the parties state that in view of the Agreement/Settlement dated 24th December, 2014, the parties have resolved their all disputes and they have agreed to file a petition under Section 13-B of the Act, before the appropriate Court, for getting divorce by way of mutual consent.

3. In view of the above, learned counsel for the appellant states that he may be allowed to withdraw the present appeal, so as to act in terms of the Agreement/Settlement dated 24th December, 2014, with liberty to the appellant to file an application for revival of the appeal, in case, the respondent resiles from the terms of the Agreement/Settlement, arrived at between the parties.

4. Accordingly, the present appeal is dismissed as withdrawn. However, liberty is granted to the appellant to move an application for revival of the appeal, in case the Agreement/Settlement dated 24th December, 2014, is not acted upon by the respondent.

**(AJAY KUMAR MITTAL)
JUDGE**

**(SNEH PRASHAR)
JUDGE**

February 10, 2015

J.Ram