

FAO-M-128 of 2014(O&M)
Date of Decision: 15.10.2015

Jagminder Singh

---Appellant

versus

Harvinder Kaur

---Respondent

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

Present: Mr. Palwinder Singh, Advocate
for the appellant

Mr.Liaqat Ali, Advocate
for the respondent

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 11.12.2013 passed by the Additional District and Sessions Judge, Ludhiana dismissing his petition for grant of a decree of divorce.

During pendency of the appeal, Jagminder Singh and Harvinder Kaur, the appellant and the respondent have resolved their differences and executed a written compromise deed. A copy of the compromise deed has been filed in Court and is taken on record.

As per the terms and conditions of the compromise, parties have agreed to dissolve their marriage by filing a petition unde Section 13-B of the Hindu Marriage Act, 1955 (for short “the Act”). The essential

conditions of the compromise deed read as follows:-

- i) That both the parties have mutually agreed to dissolve their marriage.
- ii) That both the parties have agreed that they settled all their claims regarding dowry articles and maintenance of past and future and they have also decided not to file any civil/criminal case in any court of law against each other.
- iii) It is settled that both the parties i.e. Harvinder Kaur and Jagminder Singh will file petition u/s 13(B) of the Hindu Marriage Act, 1955 before the Hon'ble Court of District and Sessions Judge, Ludhiana.
- iv) It is also settled that at the time of filing above petition Party No. 2 Husband will submit two bank drafts amounting to Rs. 2,00,000/- (Rupees Two Lacs only) each totalling to Rs. 4,00,000/- (Rupees Four lacs only) in the office/court of State Legal Authority, Ludhiana.
- v) That Draft of Rs. 2,00,000/- (Rupees Two Lacs only) will be given at the time of first motion by the said State Legal Authority, Ludhiana to the said respondent Harvinder Kaur i.e. Party No.1 and Draft of Rs. 2,00,000/- (Rupees Two Lacs only) will be given at the time of second motion by the said State Legal Authority, Ludhiana to the said respondent Harvinder Kaur i.e. Party No. 1
- vi) That both the parties have settled each and everything and nothing will be given and taken from each side except amount

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of Rupees Four Lacs as mentioned above.”

As per one of the conditions of the compromise, the appellant is required to prepare two bank drafts of Rs. 2,00,000/- each and deposit them with the State Legal Services Authority, Ludhiana i.e. The Secretary Legal Services Authority, Ludhiana. The first of these two bank drafts is to be paid to the respondent at the stage of his first motion and the second at the stage of second motion. The Secretary, Legal Services Authority, Ludhiana shall retain these bank drafts and hand them over to the respondent at the time of first and second motion. In case, the drafts expire, the appellant shall be required to renew the drafts. It is made clear that in case parties are unable to resolve their dispute in the petition filed under Section 13-B of the Act, the appellant would be at liberty to seek revival of the present appeal.

In view of the settlement between the parties, the appeal is dismissed as withdrawn with liberty to the parties to file a petition under Section 13-B of the Act.

(Rajive Bhalla)
Judge

(Rekha Mittal)
Judge

15.10.2015
PARAMJIT