

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

Sr. No.880

FAO-M-275-2014

Decided on : 09.12.2015

Shawati

.... Appellant

VERSUS

Rajesh Kumar and another

..... Respondents

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

Present: Mr.S.K.Arora, Advocate, with the appellant.

Mr.Nimanyu Gautam, Advocate, with the respondent.

RAJIVE BHALLA, J. (ORAL)

The appellant-wife challenges judgment and decree dated 30.05.2014, passed by the Additional District Judge (A.D.J.-III), Ferozepur, dissolving the marriage of the parties.

The parties appeared before a mediator and resolved their dispute, with the appellant agreeing to accept the judgment and decree of divorce. The details of the settlement are as under: -

“6. The following settlement has been arrived at between the parties hereto:

a) That the first party i.e. Shawati-wife has agreed to withdraw the present appeal and give consent not to challenge the said order in future before any Court of Law.

b) That two male children were born out of the wedlock namely Paras and Kunal. The date of birth of first child namely Kunal is 05th of June 2008 and the date of birth of second child namely Paras is 10th of June 2011. The custody of the elder son namely Kunal, who is at present aged about 7 years is with the father i.e. second party. The custody of the younger son, aged about 4 years is with the mother namely Shawati i.e. first party. Both the parties

have agreed to continue to live with their respective sons having in their custody. Further, both the parties have agreed that they will have no objection to it and will not claim custody against each other in future.

c) That the second party-husband has agreed to pay a total sum of Rs.5,50,000/- (Rupees Five Lacs & Fifty Thousand only) to the first party/wife for her and for their minor son namely Paras as permanent alimony (past, present and future maintenance) as a full and final settlement of all the disputes between the parties. This amount also includes the maintenance charges for the maintenance of the minor child namely Paras, who will remain in the custody of the first party/mother.

d) That the total amount of Rs.3,00,000/- (Rupees Three Lacs only) will be paid by the second party/husband in the form of demand draft and remaining amount of Rs. 2,50,000/- in the form of Fixed deposit by the name of minor son Paras, for the period of 10 years, will be given at the time when the present appeal will be listed for the disposal.

e) That first party has agreed that she will not use the fixed deposit amount for her use rather if any situation arise for the treatment/surgery of minor son Paras (presently who is unable to stand and walk on his legs) can use the amount deposited by the second party in the fixed deposit.

f) That the second party has registered FIR No.88 dated 25.08.2011, Police Station Ferozepur Cantt. U/S 323,341,497,506 and 34 IPC, whose trial is pending in the Court of Sh. Rajbinder Kaur, PCS, Judicial Magistrate 1st Class, Ferozepur. The second party has given consent to withdraw the same or not to pursue with the criminal case and do the needful for the same.

g) That the second party has also filed a suit for permanent injunction against the first party, which is presently pending in the Court of Sh. Virender Kumar, PCS, Civil Judge, Ferozepur. The second party has given consent to withdraw the same or not to pursue with the civil case and do the needful for the same.

h) That the first party has also filed a case under Domestic Violence Act, which is pending in the Court of Sh. Virender Kumar, PCS, JMJC, Ferozepur. The first party has given the consent to withdraw the same and not to pursue with the criminal case and do the needful for the same.

i) The first party has filed a criminal complaint U/S 125 Cr.P.C., which is decided by the Ld. Additional Session Judge, Muktsar on 07.08.2015. The first party has given consent not to challenge the order in future.

j) That the first party has registered a FIR No.37 dated 22.06.2012, Police Station Bari Wala, District Muktsar, U/S 406, 498-A IPC. The recovery of the articles containing gold jewellery, silver jewellery, furniture, 50,000/- in cash, clothes etc. was got effected from the second party. Presnetly, the same are lying in the Police Station Bari Wala, District Muktsar. The first party is free to collect the articles recovered from the second party

any time and the second party has No Objection to it. The first party has agreed not to pursue with the FIR No.37 dated 22.06.2012, Police Station Bari Wala, District Muktsar, U/S 406, 498-A IPC. Further, the first party will give no objection if the said FIR is cancelled.

k) The first party-wife it has been agreed that she will not claim any maintenance towards permanent settlement of all disputes between the parties and in lieu of final settlement of past, present and future maintenance/alimony from the second party/respondent.”

Counsel for respondent No.1 states that instead of bringing a demand draft/FDR, respondent No.1 has brought Rs.5,50,000/- in cash.

Counsel for the appellant states that the appellant has no objection if this amount is deposited in her account No.65246278532, maintained in the State Bank of Patiala, Tehsil Bari Wala, District Sri Muktsar Sahib.

At this stage, counsel for the appellant states that respondent No.1 may be directed to return the appellant's passbook with respect to an account maintained in the post office. Respondent No.1, who is present in Court, states that he is not in possession of any such passbook.

We have considered the matter and direct that as the passbook appears to have been lost, the appellant shall be entitled to the issuance of a new passbook from the post office.

We have heard counsel for the parties, perused the settlement and while dismissing the appeal as withdrawn, direct respondent No.1 to deposit the amount of 5,50,000/- in the account

of the appellant bearing No.65246278532, maintained in the State Bank of Patiala, Tehsil Bari Wala, District Sri Muktsar Sahib.

Parties shall be bound by their agreement/settlement and shall perform their respective obligations as detailed in the settlement.

[RAJIVE BHALLA]
JUDGE

09.12.2015
shamsher

[REKHA MITTAL]
JUDGE