

IN THE PUNJAB & HARYANA HIGH COURT AT CHANDIGARH

FAO-M-44-2015(O&M)

Date of decision : 10.12.2015

Capt.Amandeep Singh (now Major)

... Appellant

Versus

Baldip Kaur

... Respondent

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

Present: Mr.Akashdeep Singh, Advocate
for the appellant.

Mr.Vijay Lath, Advocate
for the respondent.

RAJIVE BHALLA, J.(ORAL)

The appellant challenges judgment and decree dated 08.12.2014 passed by the Additional District Judge, Shaheed Bhagat Singh Nagar dismissing his petition for grant of a decree of divorce.

After considering the possibility of a settlement, parties were directed to appear before the Mediation and Conciliation Centre on 08.07.2015. A perusal of the report received from the Mediation and Conciliation Centre reveals that parties have settled their dispute vide settlement dated 05.10.2015. A relevant extract from the settlement reads as follows:-

“6. The following settlement has been arrived at between

the parties hereto:-

a) The first party (husband) undertakes to pay one time lump-sum maintenance of Rs.30,00,000/- (Rupees Thirty Lacs only) to the second party (wife), who accepts the same. This amount is towards the permanent alimony of the second party covering her entire past, present and future maintenance allowances. This amount would be payable by the first party in three instalments, which are as under:-

(i) That the first party has paid Rs.8,00,000/- (Rupees Eight Lacs only) in the shape of three demand drafts (a) Rs.5,00,000/- (Rupees Five Lacs only) vide D.D. No.414196 dated 03.10.2015, State Bank of India; (b) Rs.2,00,000/- (Rupees Two Lacs only) vide D.D.No.204333 dated 05.10.2015, ICICI Bank; (c) Rs.1,00,000/- (Rupees One Lac only) vide D.D. No.036155 dated 05.10.2015, HDFC Bank, to the second party today in the Mediation Centre, which are duly received by her.

(ii) It is further agreed that the first party shall pay the second instalment of Rs.12,00,000/- (Rupees Twelve Lacs only) in the shape of demand draft to the second party within two months from today. It will be given by hand in person after receiving the receipt duly signed by the second party.

(iii) Both the parties have further agreed that the

petition under Section 13-B HMA for grant of divorce by mutual consent shall be filed by them within 15 days from today in District Court, Nawanshahr (Shaheed Bhagat Singh Nagar). It has been further agreed between both the parties that the third and final instalment of Rs.10,00,000/- (Rupees Ten Lacs only) shall be paid by way of demand draft by the first party to the second party at the time of the final decree in the mutual consent divorce petition.

b) It has been further agreed between the parties that the first party has returned the following articles to the second party today i.e. 05.10.2015:-

- i) One Gold Necklace.*
- ii) Two Gold Ear Rings.*
- iii) One Gold Chain.*
- iv) One wrist Watch.*

The first party has also agreed to return the following household items to the second party before January 30, 2016 (The first party shall telephonically inform the second party before sending the articles):-

- i) One Double Bed.*
- ii) One Almirah.*
- iii) One Mixer Grinder.*
- iv) One Toaster*
- v) Crockery.*
- vi) Beddings.*
- vii) Steel utensils.*
- viii) Curtains.*

c) The second party has agreed that after the grant of

mutual divorce, she shall refund monthly maintenance amount to the first party received by her from Army Authorities for the period of October, 2015 till the date maintenance is stopped.

d) Both the parties have agreed to withdraw all the pending cases including the present FAO No.M-44 of 2015 pending in the Hon'ble High Court, Chandigarh. However, if the second party (Baldeep Kaur) withdraws from the compromise at any stage, the first party (Capt. Amandeep Singh) shall be at liberty to revive the abovesaid FAO.”

Counsel for the parties state that parties have already filed a petition under Section 13B of the Hindu Marriage Act 1955 at Shaheed Bhagat Singh Nagar.

In view of the settlement between the parties, the appeal has been rendered infructuous and is disposed of accordingly with liberty to seek revival in case the petition under Section 13B of the Hindu Marriage Act 1955 does not reach fruition.

(RAJIVE BHALLA)
JUDGE

(REKHA MITTAL)
JUDGE

December 10, 2015.
Davinder Kumar