

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND  
HARYANA AT CHANDIGARH

C.R. No.7714 of 2015 (O&M)  
Date of Decision.14.07.2016

Madhav Kulshreshtha

.....Petitioner

Vs.

Smt. Richa (Devichand) Kulshreshtha

.....Respondent

Present: Mr. Puneet Bali, Senior Advocate with  
Mr. Vibhav Jain, Advocate and  
Mr. Arun Gupta, Advocate  
for the petitioner.

Mr. Manu K. Bhandari, Advocate  
for the respondent.

**CORAM:HON'BLE MR. JUSTICE AMIT RAWAL**

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

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**AMIT RAWAL J. (ORAL)**

Both the parties are present in Court and seek for dissolution of the marriage on certain terms and conditions. In this regard, both the parties have furnished their respective affidavits containing the terms and conditions of the compromise and the same are taken on record.

This Court vide order dated 15.02.2016, while exercising power under Section 89 of the Code of Civil Procedure, has convinced the respondent-wife in proceedings arising out of grant of maintenance pendente lite in a divorce petition instituted at the instance of the petitioner, to arrive at compromise for a sum of ₹45 lacs to be paid in reasonable installments with a condition that all civil and criminal cases filed at the behest of the husband, wife and third person shall be withdrawn, much less, both the parties would not oppose quashing of the same in case any necessity arises. The parties

have set their hands together in their respective affidavits and stated that two children are born out of the wedlock namely Hiya and Aadi on 13.06.2002 and 19.11.2004 respectively. The custody of the children is already with the respondent-wife. The details of the cases pending between the parties have already been given in the affidavits. Both the parties in their respective affidavits stated as under:-

(i) That they have agreed to move an application for seeking decree of divorce by mutual consent under Section 13B of the Hindu Marriage Act before the Family Court, Gurgaon.

(ii) That a permanent alimony of ₹43,00,000/- shall be paid by the petitioner-husband to the respondent-wife as ₹2 lacs had already been paid which is not disputed by Mr. Manu Bhandari, learned counsel for the respondent, who on instructions in this regard from his client present in Court. The amount of ₹43 lacs shall be paid in the following manner:-

(a) A sum of ₹13 lacs shall be paid by the husband namely Madhav Kulshreshtha by way of demand draft in favour of the 1<sup>st</sup> party after recording of their statement in the court during first motion for dissolution of marriage by mutual consent under Section 13B and another ₹15 lacs shall be paid within 90 days of payment of 1<sup>st</sup> installment. Two demand drafts of ₹7.5 lacs each in favour of both the children Hiya and Aadi under the guardianship of the wife will be paid at the time of second motion.

(iii) That House bearing No.1248-CII, Ansal Palam Vihar,

Gurgaon is owned jointly by the husband and wife namely Madhav Kulshreshtha and Richa (Devichand) Kulshreshtha to the extent of half share and the husband shall transfer his half share in the name of the wife.

It is stated at bar that the house is under mortgage with IDBI Bank, 1<sup>st</sup> Floor, Kataria Complex, New Railway Road, Subhas Nagar, Gurgaon-122001, Haryana. The respondent-wife has apprehension that as the property is mortgaged, without instruction to the Bank, the transfer agreed upon by the petitioner-husband shall not be done. I deem it appropriate to issue direction to the Bank to issue no objection to the husband for transferring his share to the respondent-wife being a family transfer subject to the terms and condition that this mortgage shall continue unless and until loan payment in respect of the same is not cleared. Let this order be sent to the Branch Manager of the aforementioned bank separately.

The petitioner-husband has undertaken to clear the entire loan installments, as a loan of ₹35 lacs is still due and the monthly EMI of the aforesaid loan amounts to ₹50,651/-. In case, there are two defaults of payment of EMI, liberty is given to the respondent-wife to move an application for appropriate action for contempt or obtain any other order against the petitioner-husband. The respondent-wife shall not sell the house or create third party rights, alienate or change the nature of the property except necessary repairs till both the children attain the age of 21 years. However, there will be no impediment of renting out the 1<sup>st</sup> floor or any other part of the building for sustainability. The expenses incurred in transfer of the property shall be borne by the husband i.e. registration fee/stamp duty, if any to the extent of ₹15,000/- only. The husband would also transfer the

existing connection of telephone and gas, currently being used by the respondent-wife and henceforth, it will be the liability and duty of the wife to pay the entire usage charges. The husband has also undertaken to transfer the registration of Maruti Ritz car bearing No.HR-26BF/9236 in favour of the respondent-wife after doing the formalities by signing the requisite documents. The transfer fee or other expenses against the vehicle, if any, shall be paid by respondent-wife. The two children born out of the wedlock will continue their schooling in Shikshantar School and the husband shall continue to pay the school fee for both the children. The other expenses like school trips, educational tours, sports tournaments shall also be borne by the second party-husband, much less, expenses on account of sports, extracurricular activities as per the bills raised by the school, shall also be borne by the husband-second party.

The petitioner-husband shall have the visitation rights for 10 hours a week on Saturdays and Sundays and he shall be at liberty to take both the children for outings from their residence and shall drop them back, owing to their convenience.

It has also been mentioned that there is a generator set installed in the residential premises which has been taken on rent and the rent is to the tune of ₹8000/- per month. Till the generator set is not removed, it shall be the liability of the petitioner-husband to pay the rent charges. The respondent-wife is a Director in Himadari Ventures Pvt. Ltd. and she will resign from the directorship of the company within 15 days of signing of this agreement and shall ensure that the factum of her resignation is duly notified to concerned Registrar of Companies within 30 days from the date of resignation. All the existing joint accounts in various banks between both the

first joint account holder.

Both the parties shall facilitate in quashing of the FIRs lodged against each other and shall also withdraw all the civil/criminal litigations filed at their instance. Both the parties have also undertaken not to institute any civil or criminal case against each other or any other relative or friend with regard to their matrimonial alliance. The respondent-wife shall endeavour to protect the interest of the children even after they attain the age of majority.

Both the affidavits have been filed without any coercion, duress, persuasion or collusion and both the parties undertake not to take any dispute whatsoever henceforth. Both parties shall be bound by their respective affidavits furnished in the Court and contents of the affidavits shall form part and parcel of the proposed petition to be filed under Section 13-B of the Hindu Marriage Act.

In view of the aforementioned compromise entered between the parties, the revision petition is disposed of.

**(AMIT RAWAL)**  
**JUDGE**

**July 14, 2016**  
Pankaj\*