

FAO-457-2015 (O&M)

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

FAO-457-2015 (O&M)

Date of Decision: 07.01.2016

ANU RUDRA

.....Appellant

Versus

SUMANT RUDRA

.....Respondent

**CORAM: HON'BLE MR. JUSTICE RAJIVE BHALLA
HON'BLE MRS. JUSTICE LISA GILL**

Present: Mr. N.R. Dahiya, Advocate
for the appellant.

Mr. Rahul Sharma, Advocate
for Mr. Dinesh Arora, Advocate,
for the respondent.

RAJIVE BHALLA, J (ORAL)

The petitioner challenges judgment and decree dated 05.11.2014, passed by District Judge, Family Court Ambala, dissolving the marriage of the parties. During pendency of the appeal parties have entered into a settlement, before the Mediation and Conciliation Centre in the following terms: -

“7) The following settlement has been arrived at between the Parties hereto:

i) That both the parties have agreed to divorce each other and agreed to accept the judgment and decree dated 05.11.2014 passed by the Court of the District Judge Family Court, Ambala granting divorce to the parties.

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ii) *That the second party (husband) Sumant Rudra has agreed to pay Rs.25,00,000/- (RupeesTwenty Five Lacs only) as permanent alimony and maintenance (past, present and future) to his wife Anu Rudra in lump-sum in lieu full and final settlement arrived at between the parties.*

iii) *It has been further agreed that a fixed deposit of Rs.10,00,000/- (Rupees Ten Lacs only) shall be made by the second party-father in the name of his son Amogh for the educational need of his son. The interest accrued from this fixed deposit shall be deposited in the savings account of the child regularly and which will be managed and operated by the first party (mother), who will be nominee/guardian. This F.D. Shall be handed over to the first party on the date of withdrawal of the divorce appeal and shall not be encashed till the child attained the majority.*

iv) *The maintenance and arrears being presently deducted from the monthly salary of the second party/respondent by the Army Authorities, PCDA, Pune shall be stopped immediately on payment of first instalment of Rs.10,00,000/-. The second party (husband) shall move an application before the Army Authorities and PCDA, Puna for stoppage of deduction of maintenance and arrears of maintenance from the monthly salary. Copy of this settlement/agreement shall be treated as consent of the first party-Anu Rudra for this settlement. Any amount deducted towards maintenance or arrears after the signing of this settlement/agreement shall be accordingly deducted from the last instalment of alimony.*

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v) *The amount of Rs.25,00,000/- (Rupees Twenty Five Lacs only) shall be paid to the first party in the following manner:-*

- a) *The second party (husband) has paid Rs.10,00,000/- (Rupees Ten Lacs only) in the shape of cross cheque bearing No.074530 dated 05.10.2015 drawn on ICICI Bank, DLF City Gurgaon Branch, to the first party (wife) today in the Mediation Centre, which is duly received by her.*
- b) *Rs.5,00,000/- (Rupees Five Lacs only) shall be paid by the second party by way of demand draft to the first party on the date of making a statement in the Hon'ble High Court for withdrawal of FAO No.457 of 2015, CRR (F) 43 of 2015 and CRR (F) of 161 of 2015 by respective parties.*
- c) *Rs.5,00,000/- (Rupees Five Lacs only) shall be paid by the second party by way of demand draft to the first party on the date of withdrawal of petition under the Domestic Violence Act pending in the Court at Ambala.*
- d) *Rs.5,00,000/- (Rupees Five Lacs only) shall be paid by the second party by way of demand draft to the first party on the date of withdrawal of CrI. Appeal under Section 498-A IPC, Sections 3 and 4 of the Dowry Prohibition Act and under Section 324 IPC filed by the first party (wife) against the second party (husband) pending in Court at Belgaum (Karnataka).*

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vi) *That it has been further agreed that no further maintenance and arrears of maintenance etc. in future shall be claimed by Anu Rudra-wife and her son Amogh.*

vii) *That it has been further agreed that Anu Rudra-wife shall not lay any claim in future in property of Sumant Rudra and his family members.*

viii) *That it has been agreed between the parties that both the parties shall withdraw all the cases filed against each other, mentioned in para No.6 above.*

ix) *It has been further agreed between the parties that neither party will indulge in filing any sort of complaint in future against each other or family members.*

x) *It has been further agreed between the parties that the custody of their child Amogh will remain with the wife-Anu Rudra and the husband-Sumant Rudra will not claim the custody of the child in future in any manner whatsoever. Further it has been agreed that father of the child Sumant Rudra shall have all the rights to visit his son at school in the presence of the School authorities. Further father and his son can communicate each other on phone/video call etc.”*

Counsel for the parties agree that all the terms and conditions of the settlement, except for payment of a sum of ₹ 5.00 Lacs which is still to be paid by the respondent-husband, have been performed.

We have considered the settlement and while dismissing the appeal as withdrawn, direct the respondent to pay

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the remaining amount of ₹ 5.00 Lacs within 4 weeks from today,
failing which the appellant may file an appropriate application
for further directions and orders.

**[RAJIVE BHALLA]
JUDGE**

January 7, 2016
Suresh Kumar

**[LISA GILL]
JUDGE**