

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

FAO-M-409-2013 (O&M)
Date of Decision: 15.1.2016

Sukhwinder Kaur ..Appellant

versus

Mahinder Singh and another ..Respondents

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

Present: Mr. A.S.Sandhu, Advocate,
for the appellant.

Mr. Rajbir Singh Randhawa, Advocate,
for respondent No.1.

RAJIVE BHALLA, J. (ORAL)

The husband, respondent no.1, filed a petition, under section 13 of the Hindu Marriage Act, 1955 (hereinafter referred to as “the Act”) for dissolution of his marriage with the appellant. The District Judge, Sirsa, vide judgment and decree dated 02.12.2010, allowed the petition and dissolved the marriage between the appellant and the respondent.

The appellant wife filed this appeal challenging correctness of the aforesaid judgment and decree. During pendency of the appeal, parties were referred to mediation where they recorded a settlement, on 09.06.2014 but for some reason, the settlement fell through. The matter was, thereafter, put up for hearing. The parties once again resolved their dispute and filed separate affidavits. A

relevant extract from affidavit, dated 04.12.2015, filed by Mahinder Singh son of Chanan Singh, reads as follows:-

“ 2. That the deponent undertakes to pay Rupees one lac and seventy five thousand qua to his wife out of which Rs.one lac will be paid to her on 5th of January, 2016 in the Hon'ble High Court and the remaining Rs.75,000/- will be paid to her on or before 10.7.2016 and Rs. seven thousand per month for the children, namely, Rohit and Raman and she would retain the room in the husband's house where she is presently living in village Gobindpura, District Sirsa as full and final settlement and permanent alimony.”

A relevant extract from affidavit, dated 04.12.2015, filed by Sukhwinder Kaur reads as follows:-

“(1) That the deponent has no objection if the decree of divorce dated 2.12.2010 passed by the learned Additional District Judge, Sirsa in the case titled as Mahinder Singh versus Sukhwinder Kaur and another is upheld in view of the separate affidavit submitted by Shri Mahinder Singh, in this Hon'ble Court.

(2) That the deponent accepts Rupees one lac and seventy five thousand qua herself out of which Rs.one lac will be paid to her on 5th of January, 2016 in the Hon'ble High Court and the remaining Rs.75,000/- will be paid to her on or before 10.7.2016 and Rs.seven thousand per month for the children namely Rohit and Raman and she

would retain the room in the husband's house where she is presently living in village Gobindpura, District Sirsa as full and final settlement and permanent alimony. She undertakes that she will withdraw all the pending litigations regarding this matrimonial dispute except the maintenance case regarding her son Jashan. She would not claim any thing except the above mentioned full and final settlement. The deponent also undertakes that she will allow Mahinder Singh to meet his children namely Rohit and Raman as often as Mahinder Singh wants.”

A perusal of averments in the affidavits reveal that the appellant has agreed to withdraw the appeal provided the respondent pays Rs.1,75,000/- as permanent alimony and allows her and her children, namely, Rohit and Raman to remain in possession of the room in the respondent's house, which is in their possession.

Mahinder Singh son of Chanan Singh has handed over Rs one lac, in cash, to Sukhwinder Kaur and undertakes to pay the remaining amount on or before 18.7.2016. Mahinder Singh also undertakes not to interfere in the possession of Sukhwinder Kaur and their children in the room in his house in their exclusive possession.

The parties, namely, Sukhwinder Kaur and Mahinder Singh are present in person and state that they shall abide by the terms and conditions of their affidavits.

In view of the settlement between the parties and the contents of their affidavits, the appeal is dismissed as withdrawn,

judgment and decree dated 2.12.2010, passed by District Judge, Sirsa, is affirmed, subject, however, to the terms and conditions set out hereinabove. In case the respondent does not abide by the terms and conditions of the settlement, the appellant shall be at liberty to seek revival of the appeal and in that eventuality, the respondent shall not be entitled to refund of Rs one lac paid to the respondent, in court today. The judgment and decree is modified accordingly.

(RAJIVE BHALLA)
JUDGE

(LISA GILL)
JUDGE

15.1.2016
VK