

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

FAO No.M- 155 of 2014(O&M)

Date of Decision: February 24 , 2016.

Renu Sondhi @ Ritika Atwal

..... APPELLANT (s)

Versus

Dr. Vikram Singh Atwal

..... RESPONDENT (s)

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

Present: Mr. Bhriugu Dutt Sharma, Advocate
for the appellant.

Mr. Aditya Kumar Sharma, Advocate and
Mr. Vikas Malik, Advocate
for the respondent.

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

RAJIVE BHALLA, J.

The appeal arises from a judgment and decree of divorce dated 01.02.2014 passed by the Additional District Judge, Chandigarh dissolving the marriage between the parties.

The parties recorded a settlement/compromise before the Mediation and Conciliation Centre of this Court on 20.05.2015, which reads as under:-

“1. The parties to dispute got married on 21.11.2004 at

Jalandhar. Out of this wedlock, a male child namely Ravudai (DOB 27.12.2005) was born. Both the parties as mentioned above lived and cohabited at Chandigarh as husband and wife and since 25.12.2010 the first party (wife) is living with her parents at Jalandhar, Punjab, as the parties are unable to adjust with each other any more and thus have mutually agreed to live separately permanently from each other, as the close relatives of both the parties have failed to unite them together in spite of their best efforts.

2. The second party (husband) had filed petition under Section 13(1)(ia) and (iii) of the Hindu Marriage Act for grant of decree of divorce by dissolving the marriage vide petition No.2 of 2011 which was decided by the Addl. District Judge, Chandigarh vide order dated 01.2.2014 and decree was granted by the Hon'ble Court with the direction to pay a sum of Rs.12.00 Lacs to the first party and accordingly the second party had deposited a sum of Rs.12,00,000/- (Rupees Twelve Lacs only) vide demand draft No.547639 dated 26.2.2014 in the Hon'ble Court in pursuance of the order dated 01.02.2014. The amount is yet to be withdrawn by the first party (wife) from the Hon'ble Court.

3. The first party filed the present appeal before the Hon'ble High Court against the order dated 01.02.2014 bearing FAO No.M-155 of 2014.

4. The matter was referred to the Mediation and Conciliation Centre vide order 31.03.2015 passed by the Hon'ble Division Bench of the Hon'ble High Court.

5. The parties agreed that the undersigned would act as their conciliator/mediator in this matter. The parties with assistance of mediator and their counsel have voluntarily arrived at an amicable solution resolving their disputes and differences.

6. As informed by the parties, apart from the present FAO, the following cases are filed by the first party against the second party and are pending before the respective Courts:-

i) CMM No.70 of 2014, pending before the Hon'ble Punjab

and Haryana High Court, Chandigarh.

ii) Contempt Petition No.843 of 2015, pending before the Hon'ble Punjab & Haryana High Court, Chandigarh.

iii) Complaint No.31134/13, under the Domestic Violence Act, 2005 pending at District Courts, Jalandhar.

iv) A petition under Section 125 Cr.P.C. For grant of maintenance is pending before the District Court, Chandigarh.

7. The parties here to confirm and declare that they have voluntarily and out of their own free will have arrived at this settlement which as follows:

(i) It has been mutually agreed between the parties that they will part ways peacefully. It has been agreed that the second party has paid a sum of Rs.3,00,000/- (Rupees Three Lacs only) to the first party before the Mediation & Conciliation Centre today vide Draft No.538702 dated 19.05.2015 drawn on State Bank of India, Chandigarh, apart from the amount of Rs.12,00,000/- (Rupees Twelve Lacs only) which is lying deposited before the court of learned Addl. District Judge, Chandigarh. The total amount of Rs.15,00,000/- (Rupees Fifteen Lacs only) towards past, present and future alimony and first party will not have any claim on the property of the second party.

(ii) The second party has also handed over one gold set along with ear-rings, one pair of gold karas and one gold ring, one diamond ring and one pair of gold studs (tops) and one pair of gold ear-rings to the first party which has been duly acknowledged by first party to be theirs and has taken the possession of it today in the Mediation Centre. Apart from this, no articles are to be exchanged between the parties.

(iii) The mode of payment is as follows:

To honour the settlement, the first party shall move an

application before the learned Addl. District Judge, Chandigarh for release of Rs.12,00,000/- (Rupees Twelve Lacs only) deposited by the second party in compliance of the divorce decree dated 01.02.2014 and the second party has also agreed to revalidate the draft deposited before the learned Court so that the amount can be credited in the account of the first party. Both the parties have also agreed to cooperate with each other in release of Rs.12,00,000/-in favour of the first party.

- (iv) After the release of amount of Rs.12,00,000/-, the first party shall move an application before this Hon'ble Court for withdrawal of the present appeal and shall accept the decree of divorce granted by the learned Addl. District Judge, Chandigarh.
- (v) That the first party also undertakes to withdraw all the four cases as mentioned in para No.6 above prior to the withdrawal of the present appeal.
- (vi) That the minor son namely Ravudai is in the custody of the second party (father). The wife shall not claim the custody of the son in future. The wife is entitled to meet the child once in a year during Diwali with prior intimation to one of the common family friend Sh. Charanjit Ram, who lives in Chandigarh and is present in the Mediation Centre today. Sh. Charanjit Ram shall arrange the meeting with the child during the day time and the parties will decide the duration of meeting timings with the help of the common friend Sh. Charanjit Ram.
- (vii) There is no other litigation filed by either of parties against each other nor they will file any other litigation. It has been further agreed that they will refrain themselves from filing any case against each other and family members as well and they will maintain peace and harmony

8. With the execution of the present settlement/compromise,

entire dispute between the parties shall stand settled. None of the parties shall institute any unwarranted litigation against each other.

9. That the present settlement has been reached between the parties without any pressure coercion and threat. The parties further undertakes to abide by the present terms and conditions of the present settlement and not to dispute the same hereinafter in future. That the parties to this settlement/compromise hereby state that they have read the settlement/compromise and have understood the contents thereof and their execution of settlement/compromise is voluntary and have also understood the contents of the settlement in vernacular language.
10. The execution of this settlement/compromise, each signatory acknowledges receipt of fully executed duplicate/original of this settlement/compromise.
11. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above settlement/compromise before any Authority or Court if the same is required to witness the execution of the settlement/compromise or to settle any pending controversy between the parties."

Counsel for the parties agree that the parties have performed most of their inter-se obligations except for the disposal of the appeal, the withdrawal of a contempt petition, a petition under the Protection of Women from Domestic Violence Act, 2005 and release of ₹12,00,000/- to the appellant lying deposited with the District Judge, Chandigarh.

Counsel for the appellant states that this apart, the respondent should make a statement that allegations levelled against the appellant and findings recorded by the trial court shall not be invoked by the respondent

at any time in the future and that he has no objection if these allegations and findings are not read against the appellant in any other proceedings or at any time in the future.

The respondent, Mr. Vikram Singh Atwal son of Sh. Ratan Kumar has recorded a statement as demanded by counsel for the appellant, which reads as under:-

“In view of the fact that the appellant has agreed to abide by the terms and conditions of the settlement/compromise dated 20.05.2015 and withdraw her appeal, I state that I have no objection if the allegations leveled by me and the findings recorded in the judgment and decree of divorce dated 01.02.2014 passed by the Additional District Judge, Chandigarh are not read against the appellant in any other proceedings, whatsoever, and shall not be used by me against the appellant in any proceedings or at any time here-in-after. The appellant should however, withdraw her petition under Section 125 Cr.P.C., a case filed under the Protection of Women from Domestic Violence Act, 2005 and Contempt Petition No.843 of 2015 pending before this Court. I shall abide by the terms and conditions of the settlement/compromise in its entirety and any order passed by this Court.”

Counsel for the appellant states that in view of statement made by the respondent, the appeal may be dismissed as withdrawn, the decree of divorce, dated 01.02.2014 may be affirmed, but it may be clarified that the allegations and the findings which are the basis of the decree of divorce, shall not be read against the appellant in any

proceedings, whatsoever, or at any time during her life.

We have heard counsel for the parties, perused the settlement/ compromise dated 20.05.2015 and dismiss the appeal as withdrawn, affirm the decree of divorce dated 01.02.2014 passed by the Additional District Judge, Chandigarh in the following agreed terms:-

- a) The appellant shall, within a month from today, withdraw the contempt petition.
- b) The respondent shall, within fifteen (15) days from today, file an application before the District Judge, Chandigarh for return of the demand draft of ₹12,00,000/-. The District Judge, Chandigarh shall return the demand draft within two days of the filing of the application as the appellant has no objection. The respondent, Mr. Vikram Singh Atwal shall revalidate the demand draft and hand over the revalidated demand draft to counsel for the appellant for onward transmission to the appellant within a week thereafter.
- c) As per the settlement/compromise, the appellant is required to withdraw/get compromised/get quashed two other petitions, one filed under the Protection of Women from Domestic Violence Act, 2005 and the other under Section 125 Cr.P.C. The needful be done within a month from today.
- d) As agreed between the parties and as stated by Mr. Vikram Singh Atwal, the allegations levelled and findings recorded by the Additional District Judge, Chandigarh while granting the decree of divorce shall not be read against the appellant in any other proceedings or at any time during her life. The respondent shall not use the judgment or the findings recorded therein against the

appellant at any time in the future.

- e) The custody and guardianship of the minor son of the parties shall remain with the respondent but the appellant shall be entitled to visitation rights as agreed in the settlement/compromise dated 20.05.2015.
- f) The parties shall remain bound by the terms and conditions of the settlement dated 20.05.2015.
- g) Decree-sheet be drawn up accordingly.

(RAJIVE BHALLA)
JUDGE

(LISA GILL)
JUDGE

February 24 , 2016.
'om'