

**IN THE HIGH COURT OF PUNJAB AND HARYANAAT
CHANDIGARH**

FAO No.M-325 of 2014(O&M)

Date of Decision: January 8 , 2016.

Saroj Bala

..... APPELLANT (s)

Versus

Rajbir

..... RESPONDENT (s)

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

Present: Mr. Amit Jaiswal, Advocate
for the appellant.

None 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.

A perusal of the record reveals that parties have arrived at a mutual settlement on 05.01.2016 before the Mediation and Conciliation Centre of the High Court. A relevant extract from the settlement reads as under:-

“6. The following settlement has been arrived at between the Parties hereto:

- a) That Appellant-Saroj Bala and respondent-Rajbir have decided to get mutual divorce. Both the parties shall file a

joint petition under Section 13 B of HMA Act before the concerned Court within 30 days after getting the copy of the settlement deed.

- b) That a complaint is filed by Appellant-Saroj Bala against respondent-Rajbir son of Banwari Lal, Banwari Lal son of Harphool, Smt. Chand Kaur wife of Banwari Lal under Sections 406, 498-A, 323, 506, 34 IPC, in the said complaint summoning has been issued to all accused and all are appearing before the concerned Ilaka Magistrate, Kaithal. It has been mutually decided by both the parties that Appellant Saroj Bala shall withdraw the above-mentioned complaint against all accused within 15 days after getting the copy of this settlement deed.
- c) That a petition under Section 12 of the Protection of Women from Domestic Violence Act, 2005 is also filed by the Appellant-Saroj Bala against the respondent-Rajbir son of Banwari Lal, Banwari Lal son of Harphool, Smt. Chand Kaur wife of Banwari Lal and in the above-mentioned complaint accused have been appearing, now it has been mutually decided by both the parties that appellant-Saroj Bala shall withdraw the complaint before the concerned Ilaka Magistrate, Kaithal within 15 days after getting the copy of this settlement deed.
- d) That both the parties have mutually decided that respondent-Rajbir shall give an amount of Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) to the Appellant-Saroj Bala and Saroj Bala shall receive a lump sum amount of Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) from respondent-Rajbir. It is also made clear by the Appellant-Saroj Bala that in future she will not claim any kind of maintenance from the respondent-Rajbir.
- e) It has been mutually decided by both the parties that first installment of the compensation is given by the respondent-Rajbir to the Appellant-Saroj Bala i.e. Rs.75,000/- (Rupees Seventy Five Thousand Only) after withdrawing the above-mentioned both complaints which are pending against the above-mentioned accused before the concerned Court Kaithal and the second installment shall be paid between two parts i.e. Rs.35,000/- (Rupees Thirty Five Thousand only) at the time of filing Section 13-B petition of H.M.Act and remaining Rs.40,000/- (Rupees Forty Thousand only) shall be paid on the final hearing.”

Counsel for the appellant states that in view of the settlement

between the parties, the appeal may be dismissed as withdrawn.

We have appraised the settlement and as we are satisfied as to the bonafides of the settlement, dismiss the appeal as withdrawn but direct parties to abide by the terms and conditions of the settlement, in letter and in spirit.

**(RAJIVE BHALLA)
JUDGE**

January 8 , 2016.
'om'

**(LISA GILL)
JUDGE**