

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

FAO M- No. 39 of 2014

Date of decision : January 28, 2016

Amandeep Kaur

.....Appellant

Versus

Dr. Paramvir Singh

....Respondent

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

Present: Mr. Sandeep K. Sharma, Advocate
for the appellant.

Mr. Anupam Singla, Advocate
for the respondent.

RAJIVE BHALLA, J.

The appellant-wife, Amandeep Kaur, challenges judgment and decree dated 06.11.2013 passed by Additional District Judge, Patiala dissolving her marriage to the respondent. During pendency of proceedings, parties were asked to appear before the Mediation and Conciliation Centre of this Court where they have effected a settlement. A relevant extract from the settlement reads as follows:-

1. The dispute has arisen between the parties and judgment and decree dated 06.11.2013 was passed by the Ld. ADJ, Patiala, allowing the petition U/S 13 of Hindu Marriage Act, 1955 filed by the respondent-husband Paramvir Singh. Against this order petitioner wife-

Amandeep Kaur has filed present FAO No. M-39 of 2014, which is pending before this Hon'ble High Court. Out of this wedlock Ishraj Singh Rai was born out of this wedlock, who is at present 7½ years old. Single and joint session held with the parties at number of times and both the parties have amicably settled their dispute as per the following terms and conditions:-

- a) That the parties have agreed to get apart amicably. As already divorce decree has been granted by the Ld. Additional District Judge, Patiala on 06.11.2013 in favour of husband. Hence, the petitioner-wife Amandeep Kaur has agreed to withdraw on the basis of mutual consent between the parties, the present FAO No. M-39 of 2014, which is pending before the Hon'ble High Court for dated 28.01.2016.
- b) Both the parties have agreed that respondent-husband will pay a total amount of Rs.20,00,000/- (Rupees Twenty Lacs only) in the way of demand draft in the name of his minor son namely Ishraj Singh Rai towards his maintenance, upbringing and welfare and will also pay a total amount of Rs.5,00,000/- (Rupees Five Lacs) to appellant-wife towards her past, present and future maintenance and permanent alimony, istridhan and any other claim with regard to her maintenance. Respondent-husband will make every effort to make payment of the above settled amount on the date fixed i.e. 28.01.2016 before the Hon'ble High Court. In case the respondent-husband is not able to pay the entire amount as settled above on 28.01.2016, then he will make part payment of the settled amount on 28.01.2016 in the Court and remaining amount will be paid on the next date fixed by the

Hon'ble Court.

- c) Both the parties have agreed that minor son Ishraj Singh Rai will remain in the permanent custody of Respondent-wife Amandeep Kaur and the case filed by Paramvir Singh, pending at Nabha Court at present, for the custody of the minor child Ishraj Singh Rai, will be withdrawn by him before the next date of hearing in the Hon'ble High Court and will never seek any meeting rights in future.

2. By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by each other and all the disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.

3. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

4. That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

5. The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

6. 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 compromise before any authority or Court if the same is required to witness the

execution of the compromise or to settle any pending controversy between the parties.

A perusal of the settlement, which is signed by both parties and is acknowledged by the appellant and the respondent, who are present in Court, reveals that the respondent-husband is required to pay ₹20,00,000/- (Rupees Twenty lakhs only) by way of demand drafts to their minor son Ishraj Singh Rai and ₹5 lakhs (Rupees Five lakhs only) to the appellant – Amandeep Kaur, in full and final settlement in all claims of permanent alimony, istridhan and any other claim past, present or future. In furtherance of the settlement, the respondent has handed over to the appellant two demand drafts No. 500289 and 500292 dated 27.01.2016 valued at ₹10 lakhs and ₹5 lakhs, respectively, towards part payment of the aforesaid amount.

Counsel for the parties and the parties agree that in view of the settlement and part payment, the appeal may be dismissed as withdrawn but subject to compliance of the terms and conditions of the settlement.

In view of what has been recorded hereinabove, the appeal is dismissed as withdrawn, judgment and decree dated 06.11.2013, passed by the Additional District Judge, Patiala is affirmed but modified in the following terms:-

The respondent having paid ₹5 lakhs to the appellant-wife and ₹10 lakhs to their minor Ishraj Singh Rai, is required to pay the remaining amount of ₹10

lakhs. The remaining amount of ₹10 lakhs be paid by way of a demand draft(s) in the name of Ishraj Singh Rai son of the parties within eight weeks from today. In case, the respondent does not pay ₹10 lakhs within eight weeks, the appellant would be at liberty to seek revival of the appeal and in that eventuality the amount paid in Court today shall not be refunded to the respondent or adjusted towards any amount of maintenance/permanent alimony whatsoever. The parties shall be bound by their statements. No order as to costs.

Decree sheet be modified in the aforesaid terms.

(RAJIVE BHALLA)
JUDGE

(LISA GILL)
JUDGE

January 28, 2016
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