

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

CRR(F) No.306 of 2015 (O&M)

Date of decision: 08.03.2017

Suresh Kumar

....Petitioner

Versus

Krishna Devi

....Respondent

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Mohit Garg, Advocate
for the petitioner.

Mr. M.S. Kathuria, Advocate
for the respondent.

REKHA MITTAL J.

The present petition directs challenge against order dated 07.09.2015 whereby the respondent – wife has been awarded maintenance @ Rs.10,000/- per month by way of enhancement under Section 127 Cr.P.C. by the District Judge (Family Court), Rohtak.

On 25.10.2016, the petitioner came present in the Court and expressed his wish to make one time settlement with the respondent. The case was adjourned with a direction to the respondent – wife to be present in person on the next date of hearing. However, the petitioner was directed to pay Rs.7,500/- as litigation expenses to the respondent on the next date of hearing. On 20.01.2017, the petitioner and the respondent came present in the Court and they arrived at a settlement which was reproduced in order dated 20.01.2017 and a relevant extract therefrom, reads as follows:-

“As per settlement between the parties, it has been decided as follows:-

(i) the petitioner shall provide accommodation of one room with bathroom and toilet to the respondent in his house situated in village Issarherri, matrimonial village of the parties;

(ii) the petitioner shall clear arrears of maintenance at the rate awarded by the Court till date and shall prepare a draft of said amount and hand it over to the respondent – wife;

(iii) From tomorrow onwards, the petitioner shall pay maintenance @ Rs.5,000.00 per month to the respondent; and

(iv) Respondent shall live alone in the accommodation given to her and will not part its possession or create third party interest. Counsel for the parties pray for time to reduce the terms and conditions in writing and take steps in that direction for necessary compliance.

List on 20.02.2017.”

On the adjourned dated, counsel for the petitioner prayed for two weeks time to enable the petitioner to comply with the terms and conditions effected on 20.01.2017 and the case was adjourned to 08.03.2017.

Today again the petitioner and respondent are present in person along with their respective counsels. The petitioner through his counsel has submitted that his liability to clear arrears of maintenance at the rate awarded by the Court may be reduced to Rs.4,00,000/- when otherwise it comes to more than Rs.6,00,000/-.

Counsel for the respondent would submit that as the petitioner has arrived at a settlement, he can neither be allowed to blow hot and cold nor escape his liability under the terms and conditions of

the agreement incorporated in the order dated 20.01.2017.

Counsel for the petitioner tried to persuade his client to comply with the terms and conditions of settlement by payment of arrears of maintenance in view of clause (ii) of order dated 20.01.2017 but the petitioner refused to budge by stating that he needs money for marriage of his nephews. As the petitioner has backed out from the agreed terms and conditions reproduced in order dated 20.01.2017, the petitioner has rendered himself dis-entitled to be heard on merits of the case.

Accordingly, the petition fails and is ordered to be dismissed.

(REKHA MITTAL)
JUDGE

08.03.2017
yakub

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No