

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

117

**CM-27841-CII-2017 &
FAO-8541-2017**

Date of decision: 22.12.2017

Ashutosh Parashar

...APPELLANT

VERSUS

Smt. Kajal Bhardwaj

....RESPONDENT

**CORAM: HON'BLE MR. JUSTICE M. M.S.BEDI
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH**

Present: Mr. Vivek Khatri, Advocate,
for the appellant.

M.M.S.BEDI, J. (ORAL)

The appellant-husband had filed a joint petition under Section 13-B of the Hindu Marriage Act along with the respondent-wife before the Family Court, Faridabad. The said petition was dismissed on 04.10.2017 as the respondent-wife made a statement on the said date while hearing of the case that she did not want to make any statement on second motion as an amount of Rs.8 lacs was not paid to her on first motion.

Counsel for the appellant has submitted that the respondent had made voluntary statement in the Court on 01.04.2017 to the effect that all the disputes between the parties have been settled for a sum of Rs. 16 lacs, out of which Rs. 8 lacs in cash had already been paid in presence of her parents by the appellant-husband to the respondent-wife and that the remaining amount of Rs.8 lacs would be paid by the appellant-husband to

the respondent-wife at second motion. It is urged by the counsel for the appellant that the said statement made by the respondent-wife will be binding on her so far as the receipt of sum of Rs.8 lacs in cash by her is concerned.

We have heard the counsel for the appellant at length and expressed our inability to form an opinion to give a finding that the respondent-wife had actually received a sum of Rs.8 lacs or that she can be held to have received the amount of Rs.8 lacs in cash prior to the date of making a statement on 01.04.2017 as a statement cannot be considered as an evidence of amount having been paid to her.

Counsel has further argued that the statement made in the Court should be considered by this Court.

Since there are two statements made by the same person before the same Court, as such, it will not be necessary for us to enter into the controversy as to which of the statements before the Court could be considered to be correct.

Counsel for the appellant has further submitted that in case a notice is issued to the respondent, the matter can be amicably resolved before the Mediation and Conciliation of this Court.

In this context, it is always open to the appellant to approach the competent authorities under the Legal Services Authorities Act for amicably settling the dispute at pre or post litigation stage.

Disposed of with above observations.

The appeal is not maintainable, as such, the application for condonation of delay along with the Memorandum of Appeal is rejected without prejudice to the right of the appellant to avail the remedy to

approach any Forum for amicable resolution of the inter se disputes in accordance with law.

Counsel for the appellant, at this stage, states that he may be given liberty to recover the amount in proceedings.

It is always open to the appellant to impose his legal right of recovery of any amount, if he is able to establish by admissible and relevant evidence regarding the amount having been actually received by the respondent subject to the other provisions of law like Limitation Act etc.

(M.M.S.BEDI)
JUDGE

(AUGUSTINE GEORGE MASIH)
JUDGE

December 22, 2017
pj

Whether speaking/reasoned:	<i>Yes/No</i>
Whether Reportable:	<i>Yes/No</i>