

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

CR-474-2017 (O&M)

Date of decision : 16.01.2018

Vijay B. Verma

..... Petitioner

Versus

Sita Devi

..... Respondent

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Akshay Bhan, Sr. Advocate with
Mr. Aditya Dassaur, Advocate for the petitioner.

Ms. Anupam Bhanot, Advocate for the respondent.

1. *Whether the Reporters of local newspaper may be allowed to see the judgment ?*
2. *To be referred to the Reporter or not.*
3. *Whether the judgment should be reported in the digest ?*

KULDIP SINGH J. (ORAL)

Impugned in the present revision petition is the order dated 5.12.2015 (Annexure P-6) passed by learned Additional District Judge, Ludhiana, vide which pending the petition under Section 13 of the Hindu Marriage Act, 1955 (for short 'HMA') filed by respondent-wife, an order was passed on an application filed under Section 24 of the HMA whereby interim maintenance @ ₹ 1.00 lac from the date of the application and ₹ 50,000 as litigation cost was allowed.

Heard.

It comes out that in the previous round of litigation initiated at the instance of petitioner-husband, an interim maintenance was fixed by lower Court which went upto the Apex Court. The Apex Court ultimately in the application filed under Section 24 of the HMA allowed the interim

maintenance @ ₹ 1.00 lac per month. However, later on parties entered into a compromise (Annexure P-1) dated 6.5.2014 under which the petitioner-husband agreed to pay ₹ 50,000/- per month as maintenance to the respondent-wife. The litigation between the parties including the divorce petition were to be withdrawn. It comes out that the divorce petition was actually withdrawn on 6.5.2014. Now the grouse of the respondent- wife is that the petitioner- husband has violated the terms and conditions of the compromise/agreement, therefore, she has filed the fresh divorce petition in which the present application under Section 24 of the HMA was filed. A perusal of the compromise (Annexure P-1) dated 6.5.2014 shows that in case any of the parties, do not fulfill the conditions of compromise, the other party has the right to avail the legal remedy.

It also comes out that vide order dated 11.10.2017 all the arrears of maintenance @ ₹ 50,000 were ordered to be paid.

Learned counsel for the respondent-wife has admitted that now the entire arrears have been paid.

Learned counsel for the petitioner undertakes to pay the maintenance in terms of the compromise in future, without any default. However, he further agrees that some condition may be put up to ensure that in case of default, the respondent-wife is adequately compensated.

Considering the previous compromise effected between the parties and the amount mentioned therein, the amount of maintenance @ ₹ 50,000/- per month in terms of compromise dated 6.5.2014 (Annexure P-1) be paid with a rider that if the said maintenance is not paid on or before 7th day of every month, petitioner-husband will pay the same with 18% per annum simple interest and that the said maintenance along with interest

can be recovered by using coercive methods including attachment of accounts and property by the trial Court. Since, both the parties are advocate by profession and are senior citizens it is expected that they will not violate the orders of this court.

Disposed of in view of above terms.

(KULDIP SINGH)
JUDGE

16.01.2018
preeti

Whether speaking / reasoned	Yes
Whether Reportable:	No