

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

246

CR No. 8629 of 2017**Date of Decision: July 31, 2018**

SANDEEP SINGH

...Petitioner

Versus

PAWANDEEP KAUR AND ANR.

...Respondents

CORAM:-HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:- Mr. M.S. Atwal, Advocate
for the petitioner.

Ms. Suminderdeep Kaur, Advocate for
Mr. Rajeev K. Kapila, Advocate
for the respondents.

RAJ MOHAN SINGH, J. (Oral)

The matter was referred to Mediation and Conciliation Centre of this Court vide order dated 16.04.2018. As per report of the Mediator, the parties have resolved their dispute. As per the settlement arrived at between the parties on 25.07.2018, following terms and conditions have been created and settled between the parties:-

“a) Both the parties have agreed to dissolve the matrimonial ties by taking a decree of divorce by way of mutual consent under Section 13-B of HMA. The first party (Sandeep Singh) has agreed to make the payment of Rs.9,50,000/- (Rupees

Nine Lacs and Fifty Thousand Only) in total to the second party (Pawandeep Kaur) and her minor daughter namely Jasmeen Kaur as permanent alimony (past, present and future maintenance) and all the gift articles including alleged Istridhan of the second party as compensation, this is a full and final settlement of all the disputes between the parties. An amount of Rs.60 to 65,000/- (thousands) pending under Section 125 Cr.P.C and Section 24 of Hindu Marriage Act against the first party would be adjusted/merged in the above said lumpsum maintenance. The above-said amount of Rs.9,50,000/- (Rs. Nine Lacs and Fifty Thousand Only) shall be paid by the first party to the second party in three instalments in the following manner:-

- i) An amount of Rs.3,00,000/- (Rupees Three Lac only) by way of Demand Draft or in cash would be paid by the first party (Sandeep Singh) to the second party (Pawandeep Kaur) at the time of filing the petition for quashing of FIR No. 17 dated 17.01.2015 P.S. Dasuya, Hoshairpur in the Hon'ble High Court on first date of hearing. First party (Sandeep Singh) will inform the second party (Pawandeep Kaur) about the filing of quashing petition so that on the date of listing the petition the second party can put in appearance and can collect the Draft or cash before the Hon'ble Court. Second party (Pawandeep Kaur) shall have no objection to the quashing of the abovesaid FIR subject to the handing over the draft or in cash of Rs. Three Lac on the said date and shall make a statement to that effect by way of affidavit/statement, whichever this Hon'ble High Court may deem fit. The quashing petition shall be filed by the first party on or before 05.08.2018.*
- ii) The second instalment of Rs.4,00,000/- (Rupees Four*

Lac only) shall be paid by the first party to the second party in the shape of FDR in favour of minor daughter Jasmeen Kaur and the second party (Pawandeep kaur) would be nominee, at the time of filing of joint application for converting the petition under Section 13 of HMA into 13-B of HMA. Both the parties will take appropriate steps for filing the above said applicaiton in the Court below within a period of one month from today.

iii) Third and final instalment of Rs.2,50,000/- (Rupees Two Lacs and Fifty Thousand only) shall be paid by the first party to the second party in the shape of Demand Draft/cash at the time of second motion statement to be made in petition under Section 13-B of the Hindu Marriage Act.

iv)Both the parties have further agreed that the custody of minor child namely Jasmeen Kaur would remain with the mother i.e. Pawandeep Kaur-second party. Pawandeep Kaur-second party shall be sole guardian of the minor child. Sandeep Singh-first party has no objection about the same.

b) That the terms of settlement shall be binding on both the parties as well as all the family members of both the parties. If the first party (Sandeep Singh) backs out from the terms of present settlement, the amount so paid by first party shall be forfeited and the second party (Pawandeep Kaur) will be at liberty to take recourse of law. In the same manner, if the second party (Pawandeep Kaur) backs out from the terms then the second party will liable to pay double the amount received by her and take recourse to law for other legal action.

c) That both the parties shall not breach the terms of settlement and if either of the party goes out of the terms of settlement then the other/aggrieved party shall have a right to take recourse of law, by filing application for reopening their respective cases and also an adverse inference would be drawn against that party.

d) It is also agreed between the parties that both the

parties would file joint application for converting the petition under Section 13 of HMA into petition under Section 13-B of HMA within a period of one month from today which is still pending before the Addl. District Judge, Hoshiarpur.

e) The cases/application/appeal filed by the second party (Pawandeep Kaur) against the first party (Sandeep Singh) under Section 125 Cr.P.C. and Domestic Violence Act would be withdrawn by the second party (Pawandeep Kaur) after getting the lumpsum amount and finalization of petition under Section 13-B of HMA.”

In view of the aforesaid settlement arrived at between the parties, this revision petition stands disposed of accordingly.

July 31, 2018

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**(RAJ MOHAN SINGH)
JUDGE**

Whether speaking/reasoned Yes/No

Whether reportable Yes/No