

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

**Crl. Misc. No.M- 36107 of 2016 (O&M)
Date of decision : 25.09.2018**

Ravinder Kaur @ Renu and another

....Petitioner(s)

Versus

Paramjeet Singh and another

...Respondent(s)

CORAM: HON'BLE MRS. JUSTICE ANITA CHAUDHRY

Present: Mr. J.S. Mehndiratta, Advocate
for the petitioner.

Mr. Anshul Mangla, Advocate
for the respondent.

ANITA CHAUDHRY, J.(ORAL)

The petitioner has assailed the orders passed by the SDJM, Bilaspur on 04.07.2015 and the order dated 10.08.2016, passed by the Additional Sessions Judge, Yamuna Nagar at Jagadhri.

Ravinder Kaur - petitioner no.1 had filed a petition under Section 125 Cr.P.C. and a complaint under the Domestic Violence Act. She had also made a complaint to the police and an FIR was registered. During the pendency of the proceedings Ravinder Kaur and her husband entered into a compromise and made separate statements (Annexure P-1), according to which the father-in-law of Ravinder Kaur was to suffer a decree of 7 Killas in favour of petitioner no.2. Besides this, her father-in-law was to deposit a sum of Rs.10 lacs in the shape of FDR in lieu of maintenance. Apart from this, the father-in-law was to take a house on rent for them and the rent was to be paid by Lakhmir Singh (father-in-law). This settlement was effected before the Panchayat on 05.10.2013. There were some more conditions which need not detain us here.

The parties stayed together for some time but differences again cropped up. The cases which were filed by the wife continued. The petitioner had alleged that she was turned out of the house.

Lakhmir Singh (father-in-law) filed an application for directions to the petitioner to hand over the FDR in the sum of Rs.10 lacs pleading that petitioner had resiled from the compromise and had left the company of the husband and therefore, the FDR should be returned to him. It was also pleaded that the FDR had been prepared and had been handed over to the petitioner and he had also taken a house on rent and he was paying rentals as well as the school fees.

The trial Court allowed the application filed by Lakhmir Singh and directed Ravinder Kaur to return the FDR. It was further ordered that in case she failed to return the amount then the applicant would have the right to recover it by initiating legal proceedings. Despite that order the petitioner refused to return the FDR. The case was adjourned from time to time for her evidence and ultimately maintenance was awarded to her, which was to be paid by the husband.

Ravinder Kaur challenged the order of the Magistrate and her stand was that she remained with the husband for 14 months and the father-in-law had failed to fulfill the terms of the compromise and the land was not transferred and she was harassed and forced to leave the matrimonial home and now the Magistrate had also awarded maintenance to her and she was entitled to retain the FDR which was given for her maintenance.

The Revisional Court dealt with all the arguments presented before it and dismissed the revision.

Notice of motion of this petition was issued in October 2016 and the orders of both the Courts below were stayed. On the last date the counsel for the petitioners had submitted that the matter had been referred for mediation by the Court below and the case may be adjourned for a fortnight. The petitioner was directed to produce the original FDR. The FDR has been produced today.

I have heard counsel of both the sides.

As per the terms of the compromise Annexure P-1, the obligation was upon the father-in-law to pay the rentals of the house. The couple was to stay together and he was also to transfer 7 Killas of land in favour of the grand child and deposit a sum of Rs.10 lacs in lieu of the maintenance. This compromise was effected before the Panchayat. The wife later alleged that she had been thrown out of the house after 14 months. She also claims that the father-in-law did not fulfill all the conditions. In any case, the compromise did not subsist. The only question therefore remained was whether respondent no.2 was entitled to the FDR of Rs.10 lacs, which was out of his funds but in the name of Ravinder Kaur.

In the compromise it is mentioned that this amount had been handed over to her as maintenance expenses. The father-in-law under law is not to pay maintenance, an order can only be passed against the husband. The Court below has already passed maintenance order in favour of the wife. The petitioner is not entitled to retain the FDR after the compromise did not subsist. Even though an order for return of the FDR was passed in July 2015, the petitioner failed to return the FDR even after her revision was dismissed. The petitioner was not entitled to retain the FDR.

There is no merit in the petition. The petition is dismissed.

The FDR has been handed over to the counsel for the respondents today in the Court.

25.09.2018
sunil

(ANITA CHAUDHRY)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No