

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

Criminal Misc. No.M- 36903 of 2017(O&M)

Date of Decision: March 16 , 2018.

Harshvineet Kaur

..... PETITIONER (s)

Versus

S.Kuljeet Singh Birdi and others

..... RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

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

Mr. Gaurav Chopra, Advocate
for the respondents.

LISA GILL, J.

This petition has been filed for restraining respondents No.1 to 5 from interfering in any manner in the lawful guardianship and custody rights of the petitioner qua her minor children and seeking direction to respondents No.6 to 9 to protect the legal right rights of the petitioner in this respect.

Learned counsel for the parties submit that the matter has been amicably resolved between the parties before the Mediation and Conciliation Centre of this Court. The settlement agreement dated 16.03.2018 containing the terms and conditions thereof, produced in Court today, is taken on record subject to just exceptions. Relevant terms and conditions of the abovesaid settlement between the petitioner (first party in agreement) and the respondents (respondent No.1-second party in the agreement and father-in-law of the petitioner) read as

under:-

- “i) One Flat situated at Nasik worth Rs. 70 Lacs either shall be transferred equally in two shares of 50:50 each in the name of first party and her minor daughter or shall be sold by the second party and the amount of this flat shall be handed over to the first party to purchase a house at Ludhiana equally shared by the first party and her minor daughter. First Party undertakes to cooperate with the Second Party to effect sale/transfer of this property.
- ii) The amount of LIC policy in the name of Late Sh. Jaspal Singh shall be shared by the first party and her minor daughter in the ratio of 40:60 respectively. The share of the minor daughter shall be deposited in an FDR bearing maturity date when she attains the age of 25 years.
- iii) The mutual fund in the name of Late Sh. Jaspal Singh shall be shared by the first party and her minor daughter in the ratio of 40:60 respectively. The share of the minor daughter shall be deposited in an FDR bearing maturity date when she attains the age of 25 years.
- iv) The premium of three insurance policies in the name of minor daughter of first party namely Jessica Kaur shall be paid by her grand-father i.e. the Second Party till the maturity of all the three policies. The second party undertakes to furnish photocopies of the policies to the first party.
- v) Out of 15% share (which were in the name of deceased Jaspal Singh-husband of the first party) in Singh Crushers Ltd. Company owned by the family of second party, Harjas Singh would acquire 10% and 5% would be acquired by the first party of which Harjas Singh shall be the nominee. However, the first party shall be transferring her share of 5 % only in the name of her minor son when he attains the age of 25 years. Singh Crushers Ltd. Company shall be paying Rs.1,00,000/- per month to the first party on or before 10th of every month w.e.f. 1st of April, 2018 till the minor son Harjas Singh attains the age of 25 years. However, it is also agreed between the parties that Harjas Singh minor shall be paying Rs.70,000/- p.m. to his mother- first party in lieu of transfer of 5% shares in the Company after attaining the age of 25 years on 14.06.2028.

- vi) Expenses for the education of minor daughter of the first party Jessica Kaur shall be borne by the second party till the age of 25 years restricted to the amount of Rs.1,25,000/- per year which shall be deposited in the New Joint Savings Bank Account of the minor daughter and the First Party in the month of April every year.
- vii) An amount of Rs.12,00,000/- shall be paid within three months by the second party to the first party for purchasing a new Car.
- viii) An amount of Rs.1,00,000/- shall be paid by the second party to the first party in lieu of a weapon held by Late Jaspal Singh which is presently in police custody. The First Party shall execute all documents to get it released from police custody and transfer it to the Second Party.
- ix) Locker in the State Bank of India, Gangapur Road Branch Nasik, shall be opened by the first party and the belongings shall be taken into exclusive custody by the first party.
- x) The plot No. 74 in Shree Bharat Cooperative Housing Society Ltd., Nasik where bungalow is under construction shall be transferred in the name of minor Harjas Singh.
- xi) Everything i.e. all immoveable and movable property which belongs to Late Sh. Jaspal Singh except those mentioned above shall be inherited only by his minor son Harjas Singh and the First Party shall execute the requisite papers/documents towards this end.
- xii) It is also agreed between the parties that if the first party wishes to visit her son at Nasik she can do so for two weeks twice a year accompanied by her daughter and the second party shall arrange a decent accommodation for them at Nasik. Similarly, the minor son Harjas Singh if he wishes so can come to Ludhiana to see his mother and sister twice a year for two weeks.
- xiii) It is also agreed between the parties that the minor daughter shall reside with the first party and that the minor son shall reside with the second party and the expenses of minor son shall be borne by the second party. The Parties shall take care of the well being of the children residing with them. The minor son Harjas Singh will be going/leaving with the Second Party for education to Nasik today itself.

All the conditions mentioned above shall be complied within eight

months from the agreement.”

Learned counsel for the parties submit that both the parties undertake to abide by the terms and conditions of the settlement in letter and spirit.

It is thus prayed that the present petition be disposed of in terms of the said settlement between the parties.

Ordered accordingly.

March 16 , 2018.
'om'

(LISA GILL)
JUDGE

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