

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

205

CRM-M-2762-2019

Date of Decision:30.09.2019

Nathi Ram

.....Petitioner

Versus

Shakuntla

.....Respondent

CORAM: HON'BLE MR.JUSTICE HARI PAL VERMA.

Present: Mr. Ram Karan Agnihotri, Advocate,
for the petitioner.

Ms. Neha Dewan, Advocate,
for the respondent.

HARI PAL VERMA, J.(Oral)

The petitioner has filed the present petition under Section 482 Cr.P.C. impugning the order dated 06.10.2018(Annexure P-2) passed by learned Additional Sessions Judge, Kaithal, whereby his revision petition against the order dated 03.09.2016(Annexure P-1) passed by learned Judicial Magistrate 1st Class, Kaithal, directing him to pay maintenance @ Rs.2,000/- per month, was dismissed.

Briefly stated, the parties were married about 40 years back and out of this wedlock, five daughters were born to them. However, a son was also born to the couple, but he could not survive. The respondent had filed a petition under Section 125 Cr.P.C. for maintenance on the ground that she has no sufficient source of income to maintain herself, whereas the petitioner is a man of bad habit, caused injury on the person of the

respondent under the influence of liquor.

Vide order dated 03.09.2016(Annexure P-1), learned Judicial Magistrate 1st Class, Kaithal, has awarded maintenance to the wife @ Rs.2,000/- per month. The said order was challenged by way of revision petition filed by the petitioner-husband. However, the revision petition was dismissed by learned Additional Sessions Judge, Kaithal, vide order dated 06.10.2018(Annexure P-2) and the maintenance fixed by the learned Magistrate was maintained.

Learned counsel for the petitioner has argued that since 2008, the parties are living separately. All the daughters are married and the petitioner has made all expenses of their marriage. The allegation against the petitioner that he has caused injury to the respondent under the influence of liquor, is totally false and is not supported by any such evidence. The petitioner is a religious man and is surviving on his old-age pension being disbursed by the Govt. He further states that the respondent is also similarly placed and is getting the benefit of old-age pension from the State Govt.

Considering about 40 years old marriage, vide order dated May 10, 2019, this Court had directed the parties to appear before the Mediation and Conciliation Centre, Kaithal for amicable settlement. However, when the matter could not be resolved between the parties, through mediation on 30.08.2019, learned counsel for the petitioner has offered one time settlement and has made an offer of Rs.1,20,000/- to the respondent-wife towards all her claims including present, past and future maintenance with a rider that except this amount, the respondent shall not be entitled any other claim against the petitioner. This offer was accepted by learned counsel for the respondent, of course on instructions from her client, who was also

present in the Court on that day. Thereafter, the parties have appeared before the Mediation and Conciliation Centre of this Court and a settlement/compromise dated 18.09.2019 has been reduced into writing between the parties.

The relevant terms of settlement as enumerated in paragraph 7 of the settlement-deed dated 18.09.2019 reads as under:-

“a) The first party has handed over a Demand Draft bearing No.271067 dated 16.09.2019 drawn on State Bank of India, Drawee Branch: Pundri in favour of Shakuntla-second party amounting to Rs.1,20,000/- (Rupees One Lac and Twenty Thousand Only) as full and final settlement amount for all her claims including present, past and future maintenance. Photocopy of the Demand Draft is taken on the file. The above said draft has been accepted/received by the second party today i.e. 18.09.2019 for all her claims.

b) It is further accepted and decided by the second party that she will not claim anything from the first party in his movable or immovable property in future.

c) It is further agreed between the parties that if any other litigation/complaint/case is pending between the parties which is not in the knowledge of either of the party, that will be withdrawn on the basis of this present settlement/compromise by the concerned party.

d) It is further agreed between the parties that they will not interfere in the life of each other.”

Since there was no such material as regards the allegation of beating under the influence of liquor, this Court outrightly negates this allegation, but considering the fact that now the matter has been compromised between the parties and the petitioner has paid a sum of Rs.1,20,000/- by way of Demand Draft No.271067 dated 16.09.2019 to the

respondent towards full and final amount of all her claims including present,

past and future maintenance, the present petition is allowed and the orders dated 03.09.2016(Annexure P-1) and 06.10.2018(Annexure P-2) passed by learned Courts below are hereby set aside.

It is made clear that henceforth, no further claim as regards the maintenance i.e., present, past and future shall be maintainable against the petitioner. The parties shall remain bound by other terms & conditions of the settlement/compromise dated 18.09.2019 so entered between them. The settlement/agreement entered between the parties dated 18.09.2019 is made part of the record.

September 30, 2019
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No