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

**Civil Revision No.8099 of 2018
Date of Decision: 09.08.2019**

**VINAY
Vs
MAMTA**

**.....Petitioner
....Respondent**

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

Present:Nemo.

RAJ MOHAN SINGH, J. (Oral)

[1]. This revision petition has been preferred against the order dated 30.10.2018 passed by the District Judge, Addl. Family Court, Hisar thereby fixing maintenance in favour of respondent-wife.

[2]. At the time of issuance of notice of motion both the parties were directed to remain present in the Court in order to explore possibility of amicable settlement of the matrimonial discord between the parties. Vide order dated 01.05.2019, both the parties were directed to appear before the Mediation and Conciliation Centre of this Court.

[3]. With the able guidance and assistance of the Mediator, assisted by the good offices of learned counsel for both the parties, the parties have arrived at amicable resolution of the dispute vide compromise dated 17.07.2019 on the following

terms and conditions:-

- (a) *Both the parties have mutually agreed to resolve the dispute between them and end the matrimonial cord. Both the parties are blessed with a son namely Bhavay aged 8 years, who is in the custody of the second party i.e. the mother. The parties have further agreed that the custody of the son shall continue to remain with the mother and the first party shall not claim the custody of the child. Both the parties further agree that the visitation rights of the son shall be mutually decided by them and they do not wish to reduce the same in writing.*
- (b) *That both the parties have agreed to settle the matter in a total lumpsum amount of Rs.12,00,000/- (Rupees Twelve Lacs only) towards maintenance and permanent alimony of the second party and also the maintenance of the child namely Bhavay and any claim whatsoever arising out of the matrimonial alliance between the parties. The second party and the son shall have no right whatsoever in any of the properties whether ancestral or self acquired by the first party. It is made clear that the amount of maintenance awarded by the Ld. Court at Hisar under Section 24 of HMA i.e. Around Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) stands included in the total sum of Rs.12,00,000/- (Rupees Twelve lacs only) and the same shall not be claimed separately. The parties further undertake to file a petition under Section 13-B of the Hindu Marriage Act within one month from today at Family Court, Hisar. That out of total sum of Rs.12,00,000/- (Rupees Twelve Lacs only), the first party shall pay a sum of Rs.5,00,000/- (Rupees Five Lacs only) by way of Demand Draft in the name of second party Mamta at the time of recording of first statement before the Competent Court in petition under Section 13-B of Hindu Marriage Act. The remnant sum of Rs.7,00,000/- (Rupees Seven Lacs only) shall be paid by the first party to the second party by way of demand draft in the name of second party at the time of recording of the final statement before the Competent*

Court granting the decree of divorce under Section 13-B of HMA.

That both the parties agree that the sum of Rs.5,00,000/- (Rupees Five Lacs only) received by the second party during the first motion under Section 13-B of HMA, shall be converted into FDR in the name of the son namely Bhavay under the guardianship of the mother i.e. Mamta being the natural guardian. The said amount of Rs.5,00,000/- (Rupees Five Lacs only) along with interest shall be renewed from time to time till the time Bhavay attains the age of majority. The second party undertakes not to encash the said FDR or use the interest accrued thereon and/or take any kind of loan etc. against the said FDR. The amount received during the second motion i.e. Rs.7,00,000/- (Rupees Seven Lacs only) shall be solely for the second party.

- (c) *That the following cases are pending between the parties and shall be withdrawn by the respective parties within one month from today:-*
- (i) *Petition under Section 13 of HMA pending before the Family Court, Hisar titled 'Mamta vs. Vinay'.*
 - (ii) *Petition under Section 125 Cr.P.C. pending at Fatehabad, titled 'Mamta and another vs. Vinay'.*
 - (iii) *Present Civil Revision No.8099 of 2018 pending before this Hon'ble Court.*
- (d) *Both the parties undertake that no other petition is pending between the parties arising out of the matrimonial alliance either against each other or against each other's family members. In case any petition is so pending, which has skip the notice of the parties, the same shall be withdrawn within one month from the date of recording of the first statement under Section 13-B of Hindu Marriage Act.*
- (e) *Both the parties have further agreed that they will not file/pursue any litigation against each other or their respective family members arising out of the matrimonial alliance, which are a subject matter of the present settlement.*
- (f) *Both the parties have further agreed that if the first party*

resiles from any of the terms of the present settlement, the amount so paid by the first party to the second party shall not be recoverable from the second party and if the second party resiles from the terms of the settlement, she shall be liable to refund any and every amount received in pursuance to the present settlement alongwith interest @18 p.a.”

[4]. The compromise has been signed by the petitioner Vinay himself in the presence of witness i.e. his father Sh.Mahender Kumar and his counsel Sh. H.P.S. Ishar. On the other hand, respondent Mamta has also signed the compromise in the presence of her mother Smt. Pushpa and her counsel Sh. B.S. Walia.

[5]. By virtue of the aforesaid settlement, both the parties have undertaken to withdraw the pending cases between them. They have also undertaken that they would abide by the terms and conditions of the compromise.

[6]. Since the issue has been successfully answered by the Mediator with the able assistance of learned counsel for the parties, therefore, presence of the parties along with their counsel is dispensed with at the time of deciding the present revision petition. In view of terms of the compromise, this revision petition is disposed of.

August 09, 2019

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Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No