

101.

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

I.

CRM-A-2320-MA-2017 (O&M)

Date of decision: 01.10.2019

SUNITA KUMARI

... Applicant

versus

JOGINDER PAL AND ORS.

.... Respondents

II.

CRM-M-41132-2017

SUNITA KUMARI

... Petitioner

versus

JOGINDER PAL

.... Respondent

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Dheeraj Mahajan, Advocate,
for the applicant/petitioner.

Mr. Samrit Gill, Advocate, for
Mr. Sandeep Arora, Advocate,
for the respondents.

HARI PAL VERMA, J. (Oral)

CRM-34051-2017 IN CRM-A-2320-MA-2017

Prayer in this application filed under Section 482 Cr.P.C. is for
condonation of delay of 49 days in filing the present appeal.

For the reasons stated in the application, same is allowed and
the delay of 49 days in filing the appeal is condoned.

CRM-A-2320-MA-2017 & CRM-M-41132-2017

This order shall dispose of two petitions i.e. ***CRM-A-2320-MA-2017*** titled as ***Sunita Kumari Versus Joginder Pal and others*** and ***CRM-M-41132-2017*** titled as ***Sunita Kumari Versus Joginder Pal***.

In ***CRM-A-2320-MA-2017***, the applicant-Sunita Kumari has challenged the order dated 16.05.2017 passed by learned Judicial Magistrate Ist Class, Gurdaspur, whereby the respondents were acquitted in a complaint filed by her under Sections 406, 498-A, 34 of IPC, whereas in ***CRM-M-41132-2017***, the petitioner-Sunita Kumari has challenged the impugned order dated 01.08.2017 passed by learned Additional Sessions Judge, Gurdaspur (Annexure P-3) whereby the criminal appeal filed by the respondent-Joginder Pal against the order dated 03.06.2016 passed by learned Judicial Magistrate Ist Class, Gurdaspur (Annexure P-1), is allowed. Vide order dated 03.06.2016, the learned Magistrate had awarded maintenance to the petitioner @ Rs.3,500/- per month (i.e. Rs.2,000/- for the petitioner-Sunita Kumari and Rs.1,500/- for her daughter Mehak) from the date of passing of the order.

Briefly stated, the petitioner-Sunita Kumari got married with Rajesh Chaudhary (son of respondent No.1-Joginder Pal) on 25.01.2004 and out of this wedlock, one female child, Mehak, was born to them on 11.02.2005. However, husband of the petitioner committed suicide on 21.02.2012. Since the petitioner remained in matrimonial home for 3 months after the death of her husband, the accused had given beatings and ultimately on 02.01.2013, she was thrown out of the matrimonial home by the respondent-accused along with her daughter.

It being *inter se* dispute between the petitioner i.e. daughter-in-law and respondent No.1 i.e. father-in-law, this Court, vide order dated 12.09.2019, referred the matter to the Mediation Centre of this Court. The order dated 12.09.2019 reads as under:-

“Pursuant to order dated 26.08.2019, respondent no.1-Joginder Pal is present in Court.

Mr. Arora, learned counsel appearing on behalf of respondent no.1, on instructions from respondent no.1, states that in order to provide residence to the petitioner, respondent no.1 is ready to give a 4 Marla house, which is located on Jail Road, Gurdaspur and is in his occupation as on date, to the petitioner. He submits that in lieu of this settlement, the petitioner should also withdraw all cases filed against respondent no.1 with a further undertaking that the petitioner would not file any claim against him as regards any property or maintenance etc. Learned counsel further states that respondent no.1 will also withdraw the suit for damages filed by him.

The petitioner is agreeable to the settlement so offered by respondent no.1.

Accordingly, the parties are directed to appear before the Mediation and Conciliation Centre of this Court today itself to get the modalities of the settlement reduced into writing.

List on 01.10.2019.

To be shown in the urgent list.

A photocopy of this order be placed on the file of other connected case.”

The parties have appeared before the Mediator and a settlement deed has been executed between them on 23.09.2019 (annexed with CRM-A-2320-MA-2017), which is taken on record. As per the settlement, the house, in which respondent No.1-Joginder Pal is residing alongwith his wife, has come to him on the basis of a Will executed by his father Kehar Chand @ Koru Ram son of Kharak Ram @ Kharku Ram, resident of Village Arya Nagar, Tehsil and District Gurdaspur. Kehar Chand has three sons including Joginder Pal (respondent herein), Hardial Chand, and Hans Raj. He has projected himself to be an absolute owner of 4 marlas of house situated in Arya Nagar, Jail Road, Gurdaspur, as electricity meter is in his name and is paying the electricity bills to the PSPCL. He is also paying the property tax to the Municipal Council, Gurdaspur and has constructed a double storey portion in the said house. The settlement further indicates that the respondent is agreeing to transfer the ownership of the house in question to his daughter-in-law i.e. petitioner Sunita Kumari (widow of his son Rajesh Choudhary) with his free will and consent. The relevant clause of the settlement so arrived between the parties reads as under:-

“a) That the respondent No.1-Joginder Pal in order to show his ownership over the four marlas house sought to be transferred in the name of the petitioner, has produced a self attested photocopy of the Will executed by his father Kehar Chand @ Koru Ram son of Kharak Ram @ Kharku Ram, resident of Village Arya Nagar, Tehsil and District Gurdaspur, according to which, Kehar Chand @ Koru Ram has distributed his property equally amongst his three sons namely Hardial Chand, Hans Raj and Joginder Pal.

b) *That Joginder Pal-respondent No.1 has further stated that he is the absolute owner of the four marlas house situated in Arya Nagar, Jail Road, Gurdaspur and neither Hans Raj nor Hardial Chand nor his LRs have any concern with the aforementioned house in question. He is the absolute owner in possession of the house in question and even the electricity meter is in the name of respondent-Joginder Pal, who is continuously paying electricity bill to the PSPCL and is also paying the property tax to the Municipal Council, Gurdaspur and has constructed a double storey portion in the aforementioned house.*

c) *That in terms of the undertaking given before this Hon'ble High Court on 12.09.2019, respondent No.1-Joginder Pal has agreed to transfer absolute ownership of the house in question in favour of his daughter-in-law Sunita Kumari, widow of Rajesh Choudhary with his free-will and consent. Respondent-Joginder Pal has agreed to hand over the vacant possession of the house in question to the petitioner-Sunita Kumari on or before 31.10.2019 and will also execute Registered Will, Transfer Deed and General Power of Attorney in favour of petitioner Sunita Kumari on or before 31.10.2019 and no other legal heir of Joginder Pal-respondent will ever lay any kind of claim over the aforementioned house. Respondent-Joginder Pal has further agreed that he will get the necessary permission from PSPCL Authorities for disconnection of the existing electricity meter and will fully co-operate in case fresh electricity connection is issued in the name of Sunita Kumari and also assist Sunita Kumari in seeking necessary rectifications in the records of Municipal Council, Gurdaspur. Respondent-Joginder Pal will have no objection if the ownership of the House in question is entered in the Assessment*

Register of Municipal Council, Gurdaspur in the name of petitioner-Sunita Kumari, widow of Rajesh Choudhary.

d) Respondent-Joginder Pal has further stated that house in question is situated within the Lal Lakir and as such, only possession of the house is the proof of ownership. All residential proofs including Aadhar Card bears the address of house in question in order to show his actual possession over the aforementioned house and has further stated that the aforesaid house is free from any kind of encumbrances and is not mortgaged with any bank of financial institution. Respondent-Joginder Pal has agreed to transfer absolute ownership and possession of the aforementioned house in favour of Sunita Kumari, who will become absolute owner of the house and is competent to deal with it in any manner.

e) That in lieu of the aforementioned settlement, Sunita Kumari-petitioner has agreed to withdraw her respective cases i.e. CRM-A-2320-MA of 2017 and CRM-M-41132 of 2017 both pending before this Hon'ble Court as a full and final settlement towards all kinds of claims including maintenance, residence etc. and also all the claims to be made her minor daughter Mehak, who is presently living with the petitioner. Petitioner-Sunita Kumari has agreed not to institute any kind of case against the respondents in future either on her behalf or on behalf of her minor daughter. After this settlement, even the minor daughter Mehak will have no right to institute any kind of case against the respondents.

f) It is further agreed between the parties that respondent-Joginder Pal will also withdraw his Civil Suit for damages filed against the petitioner pending before the Ld. Civil Court at Gurdaspur. Respondent-Joginder Pal has further agreed that neither he nor any of his family member will file any kind of case against the

petitioner or the minor daughter before any Court.

g) That respondent-Joginder Pal has further agreed that in case any defect is found in his ownership over the aforementioned house in question, he will be liable to transfer another four marlas of land having equal value and will also compensate the petitioner by paying the damages to the tune of double of the amount of house in question in favour of petitioner-Sunita Kumari. Further Petitioner-Sunita Kumari will also have liberty to get her cases revived and will also have a right to any kind of case against respondent-Joginder Pal, in case the undertaking given by Joginder Pal-respondent is not honoured or in case any defect is found in the ownership of Joginder Pal over the house in question.

h) Neither petitioner-Sunita Kumari nor her minor daughter-Mehak will have any kind of concern with the other properties of respondent-Joginder Pal, neither they will file any kind of case in respect of those properties either during the life time or after the death of Joginder Pal-respondent.

i) That this settlement arrived at between the parties would be binding on all the parties and their respective legal heirs and any of the parties would not dispute the correctness of the present settlement.

j) Both the parties have mutually agreed to withdraw the cases, if any, filed against each other and any other complaint/case filed by either of the parties before any court of law or any authority shall also be withdrawn in view of this Settlement/Agreement by the respective party.”

In view of the fact that the matter has been compromised
between the parties vide settlement dated 23.09.2019 before the Mediator

and the respondent-Joginder Pal has agreed to transfer the absolute ownership of his house, as detailed in the settlement, in favour of the petitioner being daughter-in-law, both cases are hereby accordingly disposed of in terms of the settlement deed.

The parties shall remain bound with the settlement so executed between them before the Mediator.

At the same time, since the respondent (father-in-law) has shown generosity while agreeing to transfer the property in the name of the petitioner, she is also expected to extend respect to him ignoring the bitterness between them if any.

(HARI PAL VERMA)
JUDGE

01.10.2019
sanjeev

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No