

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

CRM-M-1373 of 2016.

Decided on:- December 04, 2019.

Manoj Kumar.

.....Petitioner.

Versus

Pushpa Rani and another

.....Respondents.

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

Present:- Mr. Rajan Bansal, Advocate
for the petitioner.

Mr. Puneet Pali, Advocate for
Mr. Amit Goyal, Advocate
for the respondents.

HARI PAL VERMA, J. (Oral)

The petitioner has filed present petition under Section 482 Cr.PC for setting aside the order dated 13.08.2015 passed by learned Chief Judicial Magistrate 1st Class, Bathinda, whereby the application filed by the respondents, who are the parents of the petitioner, under Section 125 Cr.P.C. was allowed and the petitioner was directed to pay maintenance @ Rs.7,500/- per month to each of the respondents from the date of application.

Challenge has also been laid to the order dated 21.12.2015 passed by learned Additional Sessions Judge, Bathinda, whereby the criminal revision filed by the petitioner against the order dated 13.08.2015 passed by learned Magistrate, was dismissed.

Vide order dated September 03, 2019 passed by this Court, the parties were directed to appear before the Mediation and Conciliation Centre, Bathinda on 27.09.2019 so as to explore the possibility of compromise.

Pursuant to the aforesaid order dated September 03, 2019, a communication dated 11.10.2019 has been received from the Civil Judge (Senior Division)-cum-Secretary, District Legal Services Authority, Bathinda that the matter has been compromised between the parties on 27.09.2019 before the Mediator. As per settlement agreement dated 27.09.2019, the petitioner has agreed to pay maintenance @ Rs.6,500/- per month to each of the respondents w.e.f. October, 2019. As against the accumulated outstanding amount of maintenance of Rs.4,80,000/-, the petitioner has agreed to pay a sum of Rs.3,25,000/- to the respondents on or before 30.12.2019.

Learned counsel for the petitioner states that in terms of the settlement agreement dated 27.09.2019, the petitioner has paid the amount of Rs.3,25,000/- to the respondents and he will continue to pay the monthly maintenance as decided between the parties before the Mediator at Bathinda.

Learned counsel for the respondent has questioned the payment of Rs.3,25,000/- as referred in paragraph No.6(ii) of the settlement agreement. However, learned counsel for the petitioner states that the said amount has been paid by the petitioner by way of two cheque Nos.125909 and 125910 dated 30.11.2019 for an amount of Rs.1,62,500/- each and in this manner, the agreed amount has been paid.

Having heard learned counsel for the parties and considering the fact that the matter has been compromised between the parties vide settlement

agreement dated 27.09.2019, which has duly been signed by the parties along with their respective counsel, this Court finds that the present petition no more survives.

Disposed of.

However, in case it is found that the petitioner has not complied with the terms and conditions of the settlement agreement dated 27.09.2019, the respondents would be at liberty to avail the appropriate remedy, as available under law.

December 04, 2019
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned:	Yes
Whether Reportable:	No