

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

209

CRM-M-1376-2018

Date of Decision:01.05.2019

Parmodh

.....Petitioner

Versus

State of Punjab and another

.....Respondents

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

**Present: Mr. Robin Singh, Advocate for
Mr. Karan Choudhary, Advocate,
for the petitioner.**

Mr. Rana Harjasdeep Singh, D.A.G., Punjab.

**Mr. G.C. Sirphikhi, Advocate,
for respondent No.2.**

HARI PAL VERMA, J.(Oral)

Prayer in the present petition filed under Section 438 of the Code of Criminal Procedure, 1973 is for grant of anticipatory bail to the petitioner in FIR No.19 dated 27.05.2017 under Section 498-A IPC, registered at Police Station Ghanie Ke Bangar, District Batala.

Vide order dated 16.01.2018, the petitioner was admitted on interim bail by this Court, so as to explore the possibility of some amicable settlement between the parties. Accordingly, the matter was referred to the Mediation Centre.

Considering the offer made by the petitioner wherein he has offered an amount of Rs.6,00,000/- to settle the matter, and respondent No.2

having accepted it, the matter was referred to the Mediation Centre. The

parties were directed to appear before the Mediation Centre on 14.12.2018. Thereafter, the parties have appeared before the Mediator and a settlement/agreement dated 28.01.2019 was arrived at between the parties on the following terms. Para 6 of the settlement/agreement is reproduced as under:-

- “i) The parties have settled their dispute for a sum of Rs.6,00,000/- (Rupees Six Lacs only) which shall be paid by the 1st party to the 2nd party in three installments.*
- ii) Today 1st party has paid Rs.1,00,000/- (Rupees One Lac only) in cash to the 2nd party towards 1st installment.*
- iii) The 1st party shall pay 2nd installment of Rs.1,00,000/- (Rupees One Lac only) to the 2nd party on 22.03.2019 or on the adjourned date, in the event of holiday on 22.03.2019, before the Hon'ble High Court.*
- iv) The parties have mutually agreed to part ways by getting the decree of divorce against each other on the basis of mutual consent. It has been decided between the parties that petition under Section 13-B of HMA shall be filed by the parties at Family Court, Gurdaspur before 5th April, 2019. Both the parties shall be bound to make statement in the said petition filed by the parties jointly under Section 13-B of the Hindu Marriage Act. The parties shall co-operate with each other in the said case and bear the expenses equally.*
- v) The 1st party shall pay last and final installment of Rs.4,00,000/- (Rupees Four Lacs only) before the Ld. Family Court, Gurdaspur at the time of recording of 2nd statement under Section 13-B of HMA and grant of decree of divorce.*
- vi) It has been mutually agreed between the parties that a petition for quashing the FIR No.19 dated 27.05.2107 under Sections 498-A IPC, registered at Police Station Ghanie Ke Bangar, District Batala, District Gurdaspur shall be filed by the 1st party by 10th April, 2019 before the Hon'ble High Court on the basis of this settlement. Ms. Anu i.e. the 2nd party (wife)*

undertakes that she shall have no objection for the quashing of the above said FIR on the basis of this compromise and will support the quashing of the said FIR. She further undertakes that she will execute an affidavit and make a statement in this Hon'ble Court for quashing the above-mentioned FIR. It has been further agreed by the 2nd party Ms. Anu that she will not pursue the said FIR. If the 2nd party does not turn up for recording of her statement of no objection before the Ld. Trial Court or this Hon'ble Court for quashing of the said FIR after receiving full amount of settlement as discussed above then her no objection shall be deemed given automatically.

vii) It has been agreed between the parties that the custody of the male minor child namely Sannat Khanna, who is presently living with the 2nd party shall remain with the 2nd party only and the 1st party has foregone his rights of visitation permanently for all times to come.

viii) The 2nd party/wife has been granted a sum of Rs.7,000/- per month towards maintenance under Section 125 Cr.P.C. The 2nd party has agreed to settle the entire litigation vide this compromise and she shall not ask for any past and present arrears or in future towards maintenance.

ix) Any other complaint/case filed by either of the parties before any court of law or any authority shall be withdrawn in view of this Settlement/Agreement by the respective party. The 2nd party does not intend any more to litigate against any member of the family of her husband.”

Since after solemnization of the marriage on 09.10.2010, a son was born out of the wedlock, this Court deemed it necessary to protect the interest of the child in question as well. Accordingly, the parties were directed to re-visit the mediation proceedings.

The parties thereafter have appeared before the Mediator and vide report dated 23/29.04.2019, Mediator had sought time for extension of

time.

Today the parties are present in the Court and they have been

interacted.

Learned counsel for the petitioner on instructions from the petitioner, who is present in the Court, states that though the interest of the complainant has adequately been protected in the settlement/agreement, still in order to help the child born out of the wedlock, petitioner is ready to give Rs.3,000/- per month for maintenance of his son and he will continue to pay this amount till he(son) attains the age of majority. He undertakes to deposit this amount in the account of his son for which the complainant shall open a new account, though she would be permitted to withdraw that amount from that account, but that amount would be used for education/books, school-fee, transportation fee and uniform etc. of her son only. She be not allowed to syphoned this amount exclusively meant for his son.

Learned counsel for the petitioner further states that in terms of settlement so arrived at between the parties, petitioner has paid a sum of Rs.2,00,000/- by this time and the remaining amount of Rs.4,00,000/- would be paid in terms of the settlement/agreement dated 28.01.2019. He further states that as the petitioner would be paying this amount of maintenance to his son, the complainant be directed to allow the petitioner to meet him.

Learned counsel for complainant-respondent No.2, on instructions from his client who is present in the Court, fairly admits the receipt of Rs.2,00,000/- from the petitioner. He states that the complainant will have no objection in case the petitioner initially meets the son once in two months. However, the amount of maintenance so awarded to her son by the petitioner shall be spent exclusively for the purposes for which, it is being paid.

Heard learned counsel for the parties.

This Court finds that when the matter has been settled between the parties, the present petition deserves to be accepted and the interim bail granted to the petitioner vide order dated 13.07.2018 is made absolute.

Accordingly, the petitioner shall deposit Rs.3,000/- per month in the account of his son on or before 10th of every month. Similarly, the petitioner would be allowed to meet his son once in two months and preferably on first Sunday of the relevant month. The meeting shall last for two hours between 11.00 AM to 1.00 PM. The respondent shall open a Bank account in the name of her son, so as to enable the petitioner to deposit the awarded maintenance @ Rs.3,000/- per month. The respondent being a natural guardian shall be permitted to operate the bank account, but she is restrained from syphoning this amount for any other purpose except for the education/health or for any other activities, but for the welfare/betterment of their son.

May 01, 2019
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No