

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

CRM-M-29238 of 2018.
Decided on:- January 28, 2019.

Mahesh Kumar.

.....Petitioner.

Versus

Heena @ Sangeeta.

.....Respondent.

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

Present:- None.

HARI PAL VERMA, J. (Oral)

On account of sad demise of two young law officers of the office of Advocate General, Punjab, lawyers are abstaining from work today.

The petitioner has filed present petition under Section 482 Cr.PC for quashing of the order dated 11.05.2018 (Annexure P-1) passed by learned Chief Judicial Magistrate, Fazilka, whereby in a petition under Section 125 Cr.PC filed by the respondent-wife, learned Magistrate has sentenced the petitioner-husband to undergo simple imprisonment for 10 days for each month default i.e. for 17 months which comes out to be 170 days in total for non-payment of maintenance.

Challenge has also been laid to the judgment dated 14.06.2018 (Annexure P-4) passed by learned Additional Sessions Judge, Fazilka,

whereby the revision filed by the petitioner against the aforesaid order dated 11.05.2018 passed by learned Magistrate, was dismissed.

Vide order dated September 04, 2018, this Court had directed the parties to appear before the Mediation and Conciliation Centre of this Court and the petitioner was released on his depositing Rs.10,000/- with the executing Court.

Pursuant to the aforesaid order, the parties had appeared before the Mediation and Conciliation Centre of this Court on 22.11.2018. As per the report submitted by the Mediator on 22.11.2018, the parties have settled their dispute by way of an amicable settlement/agreement. The relevant extract of the terms and conditions contained in paragraph No.7 of the said settlement/compromise reads as under:

“7. The following settlement has been arrived at between the parties hereto:

(a) It is mutually agreed between the parties that they will part ways peacefully by seeking decree of divorce by mutual consent.

(b) It is mutually agreed between the parties that the first party will pay Rs.6,00,000/- (Rupees Six Lacs Only) to the second party as alimony for past, present and future. After the payment of the said amount nothing shall be due against the first party. The second party shall have no claim in the property movable or immovable after the present settlement. There is no dispute with regard to istridhan as the same stood settled between the parties. It is further agreed between the parties that the second party will not claim any maintenance granted by any Court in

any of the proceedings initiated by the second party. The payment of Rs.6,00,000/- (Rupees Six Lacs Only) shall be paid in the following manner:

- (i) It has been agreed between the parties that the first instalment shall be paid by way of Demand Draft of Rs.2,00,000/- (Two Lakh Only) by the first party to the second party at the time of filing a petition under Section 482 for quashing of FIR No.14 dated 17.02.2016 under Section 406, 498-A and 506 IPC at P.S. City Fazilka, District Fazilka on or before 30.11.2018. It is further agreed that the second party will not raise any objection if the FIR is quashed by the Hon'ble High Court against the first party and his family members. The second party will file an affidavit or can personally appear in the Court to make a statement that she has no objection if the FIR is quashed. It is further agreed that the first party will hand over all the educational certificates and the documents to the second party on the date of filing of the quashing petition.*
- (ii) The second instalment by way of a demand draft of Rs.2,00,000/- (Rupees Two Lac Only) shall be paid by the first party- Mahesh Kumar to the second party on first motion hearing of petition under Section 13-B a grant of divorce by way of mutual consent. It is agreed between the parties that the petition under Section 13-B will be filed by them on or before 10.12.2018 at Fazilka. The parties will cooperate with each other in filing the petition.*

- (iii) *The third instalment shall be paid by way of Demand draft of Rs.2,00,000/- (Rupees Two Lakh Only) (by the first party to the second party on the second motion statement by way of demand draft on the date fixed by the Hon'ble Court at Fazilka.*
- (iv) *Both the parties have agreed that they will withdraw all their pending cases before any Court or any authorities.*
- (v) *Apart from the above said pending litigation as per the knowledge of the parties, if any litigation/ complaint/case which do not find mentioned in the present settlement the same shall also be withdrawn by the party who has filed it.*
- (vi) *That the terms of settlement shall be binding on both the parties as well as all the family members. After the present settlement there is no claim left against the first party by the second party. In case the first party after making few instalments back out from the terms of the settlement then in that case the amount already paid shall stands forfeited and shall be liable to contempt and the second party will have legal recourse available to her. In the same way if the second party after receiving few installments backs out then in that case she will be liable to pay double the amount already received."*

In view of the fact that the matter has been resolved between the parties and settlement/compromise has been reduced into writing, which is marked as "A", the present petition stands disposed of and the impugned order dated 11.05.2018 (Annexure P-1) passed by learned Chief Judicial

Magistrate, Fazilka as well as the judgment dated 14.06.2018 (Anenxure P-4) passed by learned Additional Sessions Judge, Fazilka are set aside.

However, the parties shall remain bound by the terms and conditions of the settlement arrived at between them before the Mediation and Conciliation Centre of this Court.

January 28, 2019
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No