

202.

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-45363-2016

Date of decision:08.02.2019.

ASHOK KUMAR

... Petitioner

versus

ANITA

.... Respondent

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Amit Gupta, Advocate, for
Mr. Vipin Mahajan, Advocate,
for the petitioner.

Mr. Kuldip Sanwal, Advocate,
for the respondent.

HARI PAL VERMA, J.(Oral)

Petitioner has filed the present petition under Section 482 Cr.P.C. impugning the order dated 01.02.2012 whereby on an application filed by the respondent under Section 125 Cr.P.C., learned Judicial Magistrate Ist Class, Pathankot has awarded maintenance @ Rs.7,000/- per month to the respondent from the date of filing of the application along with Rs.2,000/- as litigation expenses.

Vide order dated 21.01.2019, on joint request of the counsel for the parties and on instructions from their clients who were present on that day, the matter was referred to Mediation and Conciliation Centre of this Court and accordingly, the parties were directed to appear before the Mediator on 21.01.2019.

Pursuant to the aforesaid order, the parties appeared before the

between the parties vide settlement/compromise deed dated 07.02.2019. The said settlement/compromise deed is taken on record.

Learned counsel for the petitioner states that in terms of compromise dated 07.02.2019 entered between the parties before the Mediator, an amount of Rs.3 lakhs has already been paid to the respondent on 07.02.2019 and the remaining amount of Rs.3 lakh is required to be paid on or before 07.05.2019.

Learned counsel for the respondent fairly states that the petitioner has paid an amount of Rs.3 lakhs and is required to make payment of the remaining amount of Rs.3 lakhs on or before 07.05.2019.

I have heard learned counsel for the parties.

The relevant para of the settlement/compromise dated 07.02.2019 reads as under:-

“6. The parties hereto confirm and declare that they have voluntarily and of their own free will have arrived at this Settlement/Compromise in the presence of the Mediator/Conciliator, which are as follows:-

“i. Both the parties have mutually agreed to resolve all the issues/disputes between them. Both the parties have decided to part ways amicably.

ii. Both the parties have agreed that the first party will pay Rs.6,00,000/- (Rupees Six Lakhs) out of which the first party has paid the demand draft bearing no.000374, dated 06.2.2019, amount to Rs.3,00,000/- (Rupees Three Lakhs) (Photocopy of the same is attached herewith) today i.e. 7.2.2019 in Mediation and Conciliation Centre and the balance of Rs.3,00,000/- (Rupees Three Lakhs) in the form of demand draft will be presented to the second party on 7.5.2019 before the Hon'ble Court. Both the parties has agreed that they will withdraw all the cases within a period of two months except the present

petition CRM-M-45363 of 2016 pending before the Hon'ble Court. This present petition will be withdrawn on 07.5.2019 after full and final payment of Rs.3,00,000/- (Rupees Three Lakhs) before the Hon'ble Court.

iii. Both the parties have agreed that the second party will withdraw the petition under Section 127(3) Cr.P.c. filed by the second party and Criminal Revision No.3423 of 2015 pending before the Hon'ble Court within a period of two months from the signing of the settlement by giving the requisite statements in the Court. This would be the full and final financial settlement for past, present, and future as permanent alimony.

iv. Both the parties have agreed to give the requisite statements in the present case before the Hon'ble Court so as to get the appeal accepted and the rest of the cases also follow pursuit and the litigations which are pending are finished off.

v. It has been agreed that both the parties will give the requisite statements in all the pending cases to finish off all litigations pertaining to their relationships.

vi. Both the parties have agreed to withdraw all the pending cases against each other as soon as possible.”

In view of the conceded position and there being a compromise between the parties, the present petition is rendered infructuous and dismissed as such.

The parties are directed to adhere to the terms of the compromise in true spirits.

In case the parties fail to comply the said settlement, they would be at liberty to have recourse as available under law.

(HARI PAL VERMA)
JUDGE

08.02.2019

SANJEEV KUMAR
2019.02.12 09:37
I attest to the accuracy and
integrity of this document

sanjeev

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