

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH
Sr. No.: 269

Criminal Miscellaneous No.M-46449 of 2017 (O & M)
Date of Decision: April 11, 2019

Surjit @ Pawan

..... PETITIONER(S)

VERSUS

Saroj Devi

..... RESPONDENT(S)

. . .

CORAM: **HON'BLE MR. JUSTICE RAJ SHEKHAR ATTRI**

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PRESENT: - Mr. Sandeep Kotla, Advocate, for the petitioner.

Mr. C.R. Olla, Advocate, for the respondent.

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Raj Shekhar Atttri, J (Oral)

This is a petition for quashing complaint Annexure P-1 and consequent proceedings.

Undisputedly, respondent filed an application under Section 127(2) for enhancement of maintenance.

The petitioner has filed this petition solely on the ground that Smt. Saroj has received permanent alimony during the proceedings under Section 13-B of the Hindu Marriage Act, 1955.

I have heard learned counsel for the parties and perused the record.

A bare perusal of judgment dated 19.11.2012 reveals that respondent received a specific amount. However, reliance has been placed on joint statements dated 12.05.2012 and 19.11.2012 [Annexure P-2 (colly)] wherein it has been mentioned that everything has been settled and now nothing remains due towards either side and no claim of further maintenance, alimony or any right in property would be raised by either of the parties.

Nothing is mentioned if Smt. Saroj has been given a specific amount in lieu of permanent alimony. However, no one can be estopped to avail the legal remedy. If the statement (Annexure P-2) is assumed as a contract i.e. not to file any petition for further maintenance or alimony or right to property, even then the said contract is void under the provisions of Section 28 of the Contract Act, 1872.

In the view of aforesaid discussion, no case is made out for quashing the complaint.

Dismissed.

April 11, 2019
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(Raj Shekhar Attri)
Judge

Whether Speaking/ Reasoned:
Whether Reportable:

Yes/ No
Yes/ No