IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

201 **CRR(F)-177-2013 (O&M)**

Date of Decision:18.03.2019

Prashant Sharma **.....Petitioner**

Versus

Hema Rawal and another **.....Respondents**

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

Present: **Mr. Vibhu Agnihotri, Advocate for**
Ms. Tanu Bedi, Advocate,
for the petitioner.

Mr. Sunil Chadha, Senior Advocate with
Mr. Sharad Mehra, Advocate,
for the respondents.

****

HARI PAL VERMA, J.(Oral)

Petitioner-husband Prashant Sharma has filed the present revision petition against the judgment/order dated 02.09.2013 passed by learned District Judge, Family Court, Gurgaon, whereby on a petition filed by the respondents under Section 125 Cr.P.C., had directed the petitioner to pay Rs.50,000/- per month for the maintenance of respondent No.2- Baby Saesha Sharma.

On April 25, 2018, this Court had passed the following order followed by the order dated 21.05.2018, which read as under:-

Order dated April 25, 2018

"Efforts for mediation were made today. The matter has been discussed between the petitioner side as well as with the

SEEMA RANI
2019.03.26 10:55
I attest to the accuracy and
authenticity of this document
High Court Chandigarh

respondent who is represented by her father today. It has been informed that a settlement has been effected which is on the following terms:-

1. The custody of the child would remain with the mother.

2. Father would have visitation rights once a month for an hour.

3. The respondent will not lay any claim to the jewellery lying in the locker.

4. The respondent would not claim any further arrears from the petitioner.

5. The parties agree to a lumpsum amount of Rs.25 lacs as maintenance for the child to be paid by the petitioner in the shape of FDR.

6. The respondent will not lay claim to the property in Berlin and would give full assistance for transfer of property in the name of the petitioner. The respondent would give a power of attorney in favour of the petitioner with respect to the Berlin property and the respondent will take necessary steps to enable the petitioner to withdraw the rent of this property.

7. All the pending cases would be withdrawn.

The settlement proposed would also contain a condition regarding giving authority to the petitioner to operate the Joint Account aboard. The petitioner states that he will need time to pay the amount.

Both the sides seek time to draw up the memorandum of settlement. It is stated that the matter may be taken up after a week.

The case is now adjourned to 07.05.2018."

Order dated 21.05.2018

"Both the parties are present in the Court. A settlement has been arrived at between the parties, which is signed by both the parties. The third copy has been made available for record. Today the original documents have been handed over to the petitioner-Prashant Sharma. A photocopy of all such documents has also been placed on the record.

In terms of the agreement, the parties will be present to

SEEMA RANI
2019.03.26 10:55
I attest to the accuracy and
authenticity of this document
High Court Chandigarh

operate the locker in Bank at Saket, New Delhi on 28.05.2018 at 11:00 A.M. As agreed, the contents of the locker will be handed over to Prashant Sharma who is the first party in the settlement. The parties have also agreed that after a period of four weeks the petitioner would hand over Rs.12.5 lacs by way of bank draft in the name of Saesha. Since the Courts are closed due to summer vacations, therefore, the case is adjourned to 04.07.2018, on which date, both the parties would be present in the Court and on that day the draft will be handed over.

Both the parties also state that as a settlement has been effected, therefore, the proceedings in all the Courts within the jurisdiction of this Court may be stayed.

The proceedings if any, pending in any Courts within the jurisdiction of this High Court between the parties would remain stayed till the next date of hearing."

In terms of the settlement apart from other conditions, petitioner was required to pay a lump sum of Rs.25 lacs towards maintenance for the child in the shape of the FDR.

Learned counsel for the petitioner states that pursuant to the aforesaid orders, the said amount of Rs.25 lacs has been paid by the petitioner to respondent No.2. Accordingly, an affidavit dated 18.03.2019 has been filed by the petitioner in Court today, which is taken on record. A copy thereof has been supplied to the learned counsel for the respondents as well.

As per the affidavit, out of the total agreed amount of Rs.25 lacs, an amount of Rs.12.50 lacs was handed over to the learned counsel for the respondents, as reflected in the order dated July 13, 2018 passed by this Court. The remaining amount of Rs.12.50 lacs has also been paid by the petitioner by way of 05 RTGs between 04.03.2019 to 12.03.2019. The details thereof have been furnished in para 3 of the affidavit. Still for the record, the details of payment of Rs.12.50 lacs in Account No. 054-003140-

SEEMA RANI
2019.03.26 10:55
I attest to the accuracy and
authenticity of this document
High Court Chandigarh

006 in the name of respondent No.2 are reflected as under:-

S.No.	Date	Bank Reference ID	Amount
1.	04.03.2019	52979727	Rs.2,50,000/-
2.	05.03.2019	52992301	Rs.2,50,000/-
3.	06.03.2019	53067291	Rs.2,50,000/-
4.	11.03.2019	53292335	Rs.2,50,000/-
5.	12.03.2019	53344133	Rs.2,50,000/-

Learned counsel for the petitioner states that in terms of the settlement so arrived at between the parties, nothing survives in the present revision petition and the same is rendered infructuous.

Learned senior counsel appearing on behalf of the respondents does not dispute the fact that the agreed amount has been paid to respondent No.2 and he has no objection in case the present revision petition is disposed of having become infructuous.

In view of the above, the present petition is disposed of as having become infructuous.

Since the revision petition is rendered infructuous, pending miscellaneous applications, if any, shall also stand disposed of accordingly.

March 18, 2019 **(HARI PAL VERMA)**
seema **JUDGE**

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No

SEEMA RANI
2019.03.26 10:55
I attest to the accuracy and
authenticity of this document
High Court Chandigarh