

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

213

CRM-M No. 52713 of 2018 (O & M)

Date of Decision: 12.3.2019

Pushpinder Singh Sandhu

.....Petitioner

Versus

State of Punjab and another

.....Respondents

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

Present:- Mr. S.S. Rana, Advocate, for the petitioner

Ms. Jaspreet Kaur, AAG, Punjab

Mr. M.S. Dhimi, Advocate, for the complainant

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 pre-arrest bail to the petitioner in case FIR No. 25 dated 1.11.2018, under Sections 498/406/498A IPC, registered at Police Station NRI, Phase VII, SAS Nagar.

Vide order dated 6.12.2018, this Court has granted interim protection to the petitioner and he was directed to join the investigation and in case he is sought to be arrested, he shall be released on interim bail to the satisfaction of the Investigating/Arresting Officer subject to the conditions as envisaged in Section 438(2) of the Cr.P.C.

Thereafter, vide order dated 16.1.2019, this Court has referred the matter to the Mediation and Conciliation Centre of this Court and parties were directed to appear before the Mediation Centre on 28.1.2019.

Pursuant thereto, the parties have appeared before the Mediator

and a compromise/settlement dated 8.3.2019 has been reduced into writing.

Learned counsel for the parties as well as the parties themselves are present in Court and does not dispute the settlement/compromise so arrived at between the parties. The relevant clause i.e. para 8 of the settlement/compromise deed reads as under :

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

a) Both the parties have agreed to dissolve the matrimonial ties peacefully by mutual consent. The first party has agreed to make the payment of Rs.12,00,000/-(Rupees Twelve Lacs only) to the second party as permanent alimony (past, present and future maintenance) as full and final settlement.

b) It has been mutually agreed that the petition under Section 13 of Hindu Marriage Act shall be got converted into petition under Section 13B of HMA i.e. Divorce by mutual consent in the Court of District Judge, SAS Nagar Mohali. Both the parties will co-operate with each other in converting the petition under Section 13 of HMA pending in the Court of District Judge, SAS Nagar (Mohali) to petition under Section 13B of Hindu Marriage Act. The parties undertake to appear before the learned District Judge to record statements in petition under Section 13B of HMA on or before 13.3.2019.

c) The above-said amount of Rs.12,00,000/- (Rupees Twelve Lacs only) shall be paid by the first party to the second party in the following manner :-

i) The first instalment of Rs.4,00,000/- (Rupees Four Lacs only) has been paid today vide Bank Draft No. 181356 dated 7.3.2019 drawn on Punjab National Bank Nangal Township (Ropar) Punjab in favour of Chandni Sandhu.

ii) The second instalment of Rs.4,00,000/- (Rupees Four Lacs only) shall be paid by the first party to the second party in the shape of Demand Draft at the time of first statement to be made in the petition under Section 13B of the Hindu Marriage Act for granting decree of divorce by the learned Court. In case the Ld. Court allows the divorce petition on the first statement itself then

in that case, the first party will pay the balance amount of Rs.4,00,000/- (Rupees Four Lacs only) to the second party within two days.

iii) In case, the case is adjourned for second statement by the Court of District Judge, SAS Nagar (Mohali), then in that case, the remaining amount of Rs.4,00,000/- (Rupees Four Lacs only) will be paid at the time of second statement.

d) It is further agreed between the parties that the first party and his family members will file a quashing petition before the Hon'ble High Court for quashing of FIR No. 25 dated 1.11.2018 under Section 498/406/498A IPC, PS NRI Phase VII, SAS Nagar (Mohali) after 15 days of the first statement under Section 13B of HMA. The second party is bound to make a statement or file an affidavit as directed by the Hon'ble Bench that she has no objection, if the present FIR is quashed against the first party and their family members in view of the present settlement/ agreement.

e) Both the parties have undertaken and agreed that they will not file any other case against each other or their family members from today itself qua the present matrimonial dispute. Moreover, they will not threat each other telephonically or otherwise and will not harass and itnerfere in each other's life directly or indirectly. After the decree of divorce, both the parties are free to carry on their lives in the manner they like.

f) That the terms of settlement shall be finding on both the parties as well as all the family members of both the parties and if any party backs out from the present settlement/agreement, then the other party/affected party can launch appropriate legal proceedings against the defaulting party.”

Pursuant to the settlement, bank draft No. 181362 dated 11.3.2019 for an amount of Rs.4 lakhs has been given to the complainant against a signed receipt. Learned counsel for the petitioner has further stated that earlier a bank draft No.181356 dated 7.3.2019 was handed over to the complainant but as her name was incorrectly typed, same has been taken back and fresh draft dated 11.3.2019 has been given to her.

Learned counsel for the petitioner further states that the parties undertake to appear before the learned District Judge in a petition filed under Section 13 of Hindu Marriage Act on or before 13.3.2019 and to get it converted under Section 13B of the Hindu Marriage Act. He further states that petition under Section 13 B of Hindu Marriage Act has already been drafted and is likely to be filed by tomorrow i.e. 13.3.2019.

In view of the settlement so arrived at between the parties, the order dated 6.12.2018, whereby the petitioner was admitted to interim bail, is hereby made absolute subject to compliance of Section 438(2) Cr.P.C.

Parties are directed to adhere to the terms of settlement/ compromise dated 8.3.2019 in letter and spirit. In case the petitioner violates any of the terms and conditions of the settlement, the complainant would be at liberty to seek revival of this petition.

Disposed of.

(HARI PAL VERMA)
JUDGE

12.3.2019

Ashwani

Speaking/Reasoned	:	Yes / No
Reportable	:	Yes / No