

248.

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRR(F)-116-2016 (O&M)

Date of decision: 04.07.2019

RANJIT SINGH

... Petitioner

versus

SATINDERJIT KAUR & ANR

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. B.S. Bali, Advocate,
for the petitioner.

None for the respondents.

HARI PAL VERMA, J. (Oral)

CRM-12008-2016

Prayer in this application filed under Section 5 of Limitation Act read with Section 482 Cr.P.C. is for condonation of delay of 159 days in filing the present revision petition.

For the reasons stated in the application, same is allowed and the delay of 159 days in filing the present revision petition is condoned.

CRR(F)-116-2016

Petitioner-husband has filed the present revision petition against the order dated 01.08.2015 passed by the Family Court, S.B.S. Nagar, whereby the application filed under Section 125 Cr.P.C. for maintenance by the respondents through their mother & next friend Surinder Devi, being minors, was allowed and the petitioner was directed to pay maintenance @ Rs.8,000/- per month to each of the respondents along with Rs.10,000/- as litigation expenses.

Briefly stated, the marriage between the petitioner and the mother of the respondents was solemnized on 21.01.1995 and out of this wedlock, the present respondents were born on 05.11.1995 and 22.04.1997. As per the petition filed by the respondents, as the respondents and their mother were treated with cruelty by the petitioner, they were turned out of the house by the petitioner in August, 2007 and since then, they are residing with their mother. The petitioner has not paid any amount for their maintenance, upbringing and education. Neither they have any source of income nor any movable/immovable property to survive, whereas the petitioner is employed in the Police Department as Head Constable and drawing salary of Rs.25,000/- per month.

Accordingly, while allowing the petition filed by the respondents under Section 125 Cr.P.C, the learned District Judge, Family Court, S.B.S. Nagar, vide order dated 01.08.2015, directed the petitioner to pay the maintenance @ Rs.8,000/- per month to each of the respondents from the date of filing of the petition. He was also directed to pay Rs.10,000/- as litigation expenses.

Aggrieved against the aforesaid order, the petitioner has filed the present revision petition.

Learned counsel for the petitioner has argued that mother of the respondents, namely, Surinder Devi is gainfully employed as a teacher in a government school and has equal duty to maintain the minor children, and it is for this reason, the revision filed by the respondents against the order dated 04.09.2012 passed by learned Judicial Magistrate Ist Class, SBS Nagar, granting Rs.2,000/- per month each, was dismissed by the learned

further argued that the petitioner was ignorant of the impugned order dated 01.08.2015. He was under the impression that the payment of maintenance has already been made to the respondents. The counsel engaged by the petitioner failed to appear in the court and accordingly ex-parte proceedings were initiated against him. He was never informed about ex-parte proceedings against him by the conducting lawyer.

This Court, vide order dated 03.08.2017, has referred the matter to the Mediation and Conciliation Centre and accordingly, the matter was amicably settled between the parties on 09.10.2017. The relevant para of the Settlement Agreement dated 09.10.2017 entered between the parties (in the agreement petitioner is Ist party and respondents are the 2nd party) reads as under:-

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

a) The total outstanding amount of the arrears of maintenance under Section 125 of Cr.P.C. of both the children comes to Rs.8,00,000/-. As the first party is unable to pay the said amount in one go, both the parties have mutually agreed that the first party shall pay an amount of Rs.3,00,000/- from his GPF in the name of his daughter i.e. Satinderjit Kaur towards balance outstanding arrears of maintenance. The said payment will be made soon as the amount is released by the authorities from his GPF account. The first party undertakes to get the needful done without any delay and will take all necessary steps within a month from today for release of the amount from his GPF at the earliest.

b) The first party has brought two demand drafts of Rs.1,00,000/- each in the name of his two children namely Satinderjit Kaur and Ravinder Singh, DD bearing No.005698 dated 09.10.2017 favouring Ravinder Singh and DD No.005699

dated 09.10.2017 favouring Satinderjit Kaur. Both the DDs are of HDFC Bank. The said payment is towards the part of balance outstanding arrears due to both the children. The said DDs have been duly handedover to the second party i.e. Satinderjit Kaur and Ravinder Singh in the Mediation Centre today i.e. 09.10.2017. Photo copy of the Demand Drafts is placed herewith.

c) The first party has further agreed to keep paying Rs.8000/- per month to Satinderjit Kaur till she gets married. However, for the balance payment of Rs.3,00,000/- which is the outstanding due of maintenance under Section 125 Cr.P.C. he will make the payment in instalments at the rate of Rs.8,000/- per month in addition to the Rs.8,000/- per month mentioned hereinabove till realization of the outstanding amount i.e. 38 months from today.”

In view of above, since the matter has been resolved between the parties and it has been reduced into writing vide Settlement Agreement dated 09.10.2017, the present petition has become infructuous and dismissed as such.

However, the parties shall adhere to the terms and conditions of the settlement agreement dated 09.10.2017 entered before the mediation centre.

It is made clear that in case the petitioner failed to honour the terms of settlement dated 09.10.2017 arrived at before the Mediation & Conciliation Centre of this Court, the respondents shall be at liberty to seek revival of present petition.

(HARI PAL VERMA)
JUDGE

04.07.2019