IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRWP-629-2017 (O&M)
Date of decision: 05.02.2019

Rajni Rattan

….Petitioner

Versus

State of Haryana and others

….Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Sandeep Bansal, Advocate
for the petitioner.

Ms. Harpreet Kaur, AAG, Haryana.

Mr. Manish Verma, Advocate
for respondents No.4 to 6.

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ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for issuance of a writ in the nature of habeas corpus directing respondents No.4 to 6 to produce the minor child namely Master Shaurya, aged about 2 years and 8 months, before this Court, who is in illegal custody of respondents No.4 to 6.

This petition is pending since 2017 and on various dates, parties were directed to remain present in the Court and meetings were arranged between the petitioner-mother and the minor child.

With the efforts made by the Mediator, a settlement/agreement has been arrived at between the parties, terms and conditions of the same are

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as under: -

> *"1. The parties have decided to part ways by getting divorce from each other on the basis of mutual consent. It has been further agreed that the parties shall file a joint petition under Section 13B of the Hindu Marriage Act for getting divorce on mutual consent on the basis of present compromise. The petition under Section 13B of the HMA shall be filed on or before 08.02.2019 at Panchkula. It has been further agreed that both the parties shall be bound to make the statement in joint petition under Section 13-B of the H.M.A. and when directed by the concerned Court.*
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> *2. It is agreed and accepted between the parties that the first party shall have no objection for the quashing of FIR No.14 dated 07.03.2017 registered by the first party against the second party under Section 323, 406, 498-A, 506 IPC at Women Police Station, Panchkula on the basis of this compromise. Quashing petition shall be filed by/for all family members accused in the said FIR. Rajni Rattan-first party further undertakes that she shall execute affidavit and make statement in this Hon'ble High Court for the quashing of the above said FIR.*
>
> *3. That the second party has agreed to deposit a sum of Rs.10,000/- (Rupees Ten Thousand Only) per month by opening a Recurring Deposit for a period of 10 years in any Branch of the State Bank of India, in the name of minor child Shaurya Singh Tomar with nominee as second party within one month of the date of this compromise and deposit proof of same in Hon'ble Punjab and Haryana High Court. The said RD shall not be encashed except specific permission from Hon'ble Punjab and Haryana High Court after due notice to the first party. On maturity, the sum shall be deposited by Nishant*

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Singh Tomar in fixed deposit in the name of Shaurya Singh Tomar which shall be payable to Shaurya Singh Tomar on attaining age of majority. This deposit as RD in the name of minor child Shaurya Singh Tomar will be treated as one time full and final settlement between both the parties. However, in case of any unfortunate mis-happening with the minor child, the deposit amount shall be given to any charitable organization as per orders of Hon'ble High Court.

4. The entire articles given as istridhan which are lying in the custody of Women cell shall be released to the first party and the second party shall have no objection to the same. In case of necessity, second party shall give in writing or shall file affidavit, if so required for the release of the articles to Rajni Rattan-first party.

5. It is further agreed between the parties that the matter regarding payment of permanent alimony and maintenance shall stand closed/settled. The First Party Rajni Rattan shall not claim anything from Nishant Singh Tomar in respect of permanent alimony, maintenance or istridhan for past, present and future after receiving the articles as mentioned above and after fulfilling the conditions of Recurring Deposit as agreed above. The parties have further agreed that Second party shall also not claim any maintenance from First Party.

6. It has been further decided between the parties that minor son namely Shaurya shall remain in absolute custody and guardianship of Nishant Singh Tomar-second party who shall be responsible for his maintenance and upkeep. Nishant Singh Tomar-second party shall be sole guardian of his minor son Shaurya for all intents and purposes. The second party shall be authorised and entitled to apply for passport and ration card etc. and shall be entitled to execute affidavit in case of

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necessity for the study etc. of the minor son Shaurya.

7. It is further agreed and accepted between the parties that keeping in view the welfare of the child being of paramount consideration and to give peace to the child, Rajni Rattan shall not claim visitation rights in respect of the minor son Shaurya Singh Tomar.

8. The first party shall have the right of retrieval of umbilical cord tissue for herself, her parents and her siblings at any later stage, if and when required. The said umbilical cord tissue is stored with Life Cell International Pvt. Ltd. at Gurugram and Chennai. All documentation required by the said organization will be completed by second party. Both the parties and son Shaurya shall have the right to seek help from the said organization in case of necessity.

9. It is agreed and accepted between the parties that the first party shall withdraw all cases filed by her against second party on the next date of hearing.

10. It is agreed between the parties that both parties shall make a joint prayer to the Hon'ble High Court either in person or through counsel for disposal of the present CRWP No.629 of 2017.

11. Both the parties have further agreed that in case any party backs out from the present settlement in that event the other party shall have the right to get the cases revived.

12. With the execution of the present compromise, entire dispute between parties shall stand settled and all the parties as on today shall be free to lead their life as per their own wishes. None of the parties shall file any unwanted litigation against the other party.

13. This compromise has been reached between the parties without any pressure and both the parties have agreed to abide

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by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.

14. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

15. The parties have gone through the contents and after admitting the same as correct, have put their respective signatures.

16. That the parties have received a duly exempted copy of the present settlement.

Rajni Ratan Sd/-

Capt. Sandeep Bansal, Advocate Sd/-

Nishant Singh Tomar Sd/-

Sd/-

05.02.2019 *(Swarn Sandhir)*

Mediator"

In view of the above, this petition is disposed of as having been rendered infructuous, at this stage.

[ARVIND SINGH SANGWAN]

05.02.2019 **JUDGE**

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Whether speaking/reasoned Yes/No

Whether reportable Yes/No

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