

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

**CRM-M No. 36828 of 2019
Date of Decision:-20.12.2019**

Kalpana Aggarwal

...Petitioner

Versus

State of Haryana and another

...Respondents

CORAM:- HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present:- Mr. Akashdeep Singh, Advocate
for the petitioner.

Mr. Surender Singh, AAG, Haryana.

Mr. O.P. Goel, Sr. Advocate with
Mr. Piyush Aggarwal, Advocate
for respondent No.2.

AMOL RATTAN SINGH J.(Oral)

By this petition, the petitioner seeks cancellation of anticipatory bail to which respondent no. 2 was admitted by an order of the learned Additional Sessions Judge, Rohtak, on 13.8.2019 (copy Annexure P-5).

Respondent no. 2 has been arraigned as an accused in FIR No. 0467 of 17.07.2019, registered at Police Station, Shivaji Colony, Rohtak, alleging therein the commission of an offence punishable under Section 306 of the IPC, the deceased person being the husband of the petitioner, with

respondent no. 2 being his elder brother.

After notice of motion was issued in this petition on 3.9.2019, Mr. O.P. Goel, learned senior Advocate, having put in an appearance for respondent no. 2 and the State counsel also having put in appearance, Mr. Akashdeep Singh, Advocate, counsel for the petitioner, has submitted that the dispute being one between the family members, mediation may be attempted. Consequently, that having been done, the report of the learned Mediator in the Mediation & Conciliation Centre of this Court is on record (as already noticed in the order passed yesterday), to the effect that in fact a written settlement had been arrived at, reduced to writing, with the said settlement deed dated 22.11.2019 having been annexed with the report.

However, upon the case being called out yesterday, the petitioner had appeared in person (though her counsel was also present), and had submitted that she was not satisfied with the terms of the settlement.

Upon a query being put to her as to why then she had signed the settlement deed, she had got emotional, upon which this Court had adjourned the matter till today for her to rethink the matter.

Today, she alongwith her counsel, Mr. Akashdeep Singh, has appeared and upon this Court having put a query to her directly, as to what decision she had taken, she has stated that she had simply got emotional yesterday and that she does not dispute the terms of the settlement, provided all terms thereof are complied with by respondent no. 2.

The terms of the settlement already being on record, it is seen

that upon a statement being made to the effect that this petition would be withdrawn by the petitioner, a fixed deposit receipt of Rs. 10,00,000/- would be handed over to her, the deposit being in the name of her son, Naitik. Thereafter, the mother-in-law of the petitioner, i.e. Smt. Kamla Devi, is to withdraw the civil suit filed by her before the learned Civil Judge (Senior Division), Rohtak, by which she is claiming a 1/3rd share as had been lying in the bank account of her late son, with that statement to be made by her on 6.1.2020 before the trial court in that case. She (the mother) has also foregone her right to her claim in the property of her late son, both movable and immovable, with her having foregone all such rights in favour of the petitioner.

The petitioner also would not further pursue F.I.R. No. 0467 dated 17.7.2019 (as has been referred to hereinabove) and would also suffer a statement before this Court as also the trial court/Area Magistrate for quashing of the FIR itself, upon a petition for that purpose being filed by respondent no. 2.

That has to be done by January 16, 2020, upon which another fixed deposit receipt for an amount of Rs. 5,00,000/-, again in the name of the petitioner's son, would be handed over to the petitioner.

Another sum of Rs. 10,00,000/- is to be then handed over by way of a similar FDR, to the petitioner, upon her making a statement before the trial court that she would not pursue the said FIR any further.

The terms of the settlement further state that the parties would

not have any claim thereafter against each other and neither would they prosecute each other or bring any litigation against each other and that the custody of the child would always remain with the petitioner.

The next parts of the settlement are to the effect that the aforesaid amounts of Rs. 25,00,000/- would not be encashed till the son of the petitioner, i.e. Naitik, attains the age of 18 years; and that the petitioner would vacate the premises that she is presently occupying.

Next it has been stated, in paragraph 5 of the agreement, that the petitioner had voluntarily agreed to accept a sum of Rs.25 lacs in fixed deposits in the name of her minor son and given up all her claims in moveable/immovable properties of her in-laws on behalf of herself and as also her minor son.

However, it needs to be observed here that obviously that would not be entirely in consonance with what has been agreed to by her mother-in-law, to the effect that she (the mother-in-law) has given up her right to the property of her late son in favour of the petitioner.

Hence, if any such claim arises, both the clauses would naturally have to be read in harmony with each other.

Lastly, it has been stated in the agreement that if the petitioner withdraws her consent, she would return the fixed deposits in the name of her son and if respondent no.2 withdraws his consent, he would forfeit (forego) the amounts deposited in the fixed deposits in the name of the petitioners' son.

The above having been recorded, at this stage Mr. Akashdeep

Singh, Advocate, learned counsel for the petitioner, submits that the petitioner no longer wishes to pursue this petition and that she has received a fixed deposit receipt (a photocopy of which has been handed over to this Court and ordered to be taken on record as Mark 'A' with the petition), for an amount of Rs. 10,00,000/- in the name of Naitik (under the guardianship of the petitioner, Kalpana).

That being so, with the report of the learned Mediator and the terms of settlement arrived at between the parties also ordered to be taken on record in this petition, the petition is ordered to be dismissed as withdrawn, subject to both parties adhering to the terms of the compromise, failing which, naturally, any aggrieved party would be entitled to take their remedies in law.

December 20, 2019
Vijay Asija

(AMOL RATTAN SINGH)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes
No