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

**CM No.11759-CII of 2019 in/and
Civil Revision No.9232 of 2018 (O&M)
Date of Decision: 24.05.2019**

RAJINDER SINGH

.....Petitioner

Vs

JAGJIWAN KAUR

....Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Umesh Aggarwal, Advocate
for the petitioner.

Mr. Sharad Mehra, Advocate
for the respondent.

RAJ MOHAN SINGH, J. (Oral)

CM No.11759-CII of 2019

Prayer is for transferring the amount of Rs.15,000/-
through online to the account of the respondent-wife.

Vide order dated 17.12.2018, notice of motion was
issued subject to deposit of an amount of Rs.15,000/- in the
Registry of this Court. The said amount was payable to the
respondent on her appearance.

Petitioner deposited the aforesaid amount vide Voucher
No.1658 dated 20.12.2018. The Deputy Registrar (Accounts)
has issued a cheque No.541130 dated 15.03.2019 in favour of

the respondent, but the same has not been honoured by the Bank for the reasons given in the memo.

Be that as it may, the office is directed to pay the amount of Rs.15,000/- to the respondent by way of transferring the same through online in the account of respondent-wife, the details of which are as follows:-

"Name: Jagjivan Kaur

Account No: 00000050483041046

Name of bank: Allahabad Bank

IFS Code: ALLA0210433

Address of A/c holder: 17, 2, Basant Nagar, Sultanwind Road, Amritsar.

MICR Code: 2485434

PAN No.GKEPK0835B".

Let the needful be done forthwith. The application stands disposed of.

The original cheque returned by the Bank be tagged with the file at an appropriate place.

Civil Revision No.9232 of 2018 (O&M)

[1]. The present case was referred to the Mediation and Conciliation Centre of this Court vide order dated 13.02.2019.

[2]. Both the parties have amicably resolved their differences by way of entering into a compromise before the Mediation and Conciliation Centre of this Court.

[3]. Both the parties have resolved that they will part ways by getting a mutual divorce from the competent Court by way of

filing a joint petition under Section 13-B of the Hindu Marriage Act (for short 'the Act'). The petition under Section 13 of the Act is already pending before the competent Court.

[4]. According to terms of the compromise Rajinder Singh hereinafter called as first party shall pay an amount of Rs.12 lakhs in total as permanent alimony to Jagjivan Kaur i.e. the respondent-wife towards full and final settlement for herself as well as towards maintenance of minor child in three installments. The first installment of Rs.3 lakhs was decided to be paid before this Court i.e. today. The second installment of Rs.3 lakhs shall be paid in the shape of demand draft in favour of the respondent at the time of recording of first statement/motion in the petition under Section 13-B of the Act before the District Judge, Amritsar and third installment of Rs.6 lakhs shall be paid in the shape of demand draft in favour of the respondent at the time of second motion/recording of statement in the petition under Section 13-B of the Act before the District Judge, Amritsar.

[5]. The aforesaid amount shall be the permanent alimony of the respondent and maintenance of the minor child. Thereafter the respondent will not claim any maintenance or other expenses for herself as well as minor daughter in future. For ready reference, terms and conditions as contained in para

No.6 of the settlement are reproduced hereinasunder:-

- a) *The parties have concluded that Rajinder Singh and Jagjiwan Kaur will not be able to live as husband and wife and have decided to part ways by getting divorce from each other on the basis of mutual consent. It has been agreed between the parties that they will file petition under Section 13-B HMA before the District and Sessions Judge, Amritsar on or before 25.7.2019. It has been agreed between the parties that the first party will withdraw the petition under Section 13 of Hindu Marriage Act pending in the Court of Ld. District Judge, Amritsar.*
- b) *It has been agreed between the parties that Rajinder Singh-first party/husband shall pay an amount of Rs.12,00,000/- (Rupees Twelve Lacs Only) as permanent alimony to the second party-Jagjiwan Kaur and maintenance of the minor child, in three installments towards full and final settlement. It has further been agreed between the parties that second party will not claim any maintenance or any other expenses for herself and daughter in future. The first installment of Rs.3,00,000/- (Rupees Three Lacs Only) shall be paid in the form of demand draft in the favour of second party-Jagjiwan Kaur on the date fixed before the Hon'ble High Court. The second installment of Rs.3,00,000/- (Rupees Three Lacs Only) shall be paid in the shape of demand draft in favour of the second party -Jagjiwan Kaur at the time of recording of first statement in the petition under Section 13-B of HMA before the Ld. District Judge, Amritsar. The third and final installment of Rs.6,00,000/- (Rupees Six Lacs Only) shall be paid in the shape of demand draft in favour of the second party-Jagjiwan Kaur at the time of recording of second statement in the petition under Section 13-B of MHA before the Ld. District Judge,*

Amritsar.

- c) *It is further agreed that the second party shall not claim any amount except the amount settled in the present compromise.*
- d) *It is further agreed that the second party shall not claim any amount awarded under Section 125 Cr.P.C.*
- e) *It has been agreed between the parties that the custody of the minor daughter namely Arshspreet Kaur will remain with the second party-Jagjiwan Kaur. The first party-Rajinder Singh shall not claim the custody and visitation rights of the minor daughter in future”*

[6]. In token of confirmation of the aforesaid settlement between the parties, the petitioner has brought an amount of Rs.3 lakhs in the shape of demand draft bearing No.799689 dated 21.05.2019 payable in favour of the respondent-wife. The original demand draft has been handed over to learned counsel for the respondent and a copy thereof has been taken on record.

[7]. Both the parties have agreed that this revision petition be decided in terms of the compromise and both the parties would remain bound by the terms and conditions of the settlement. Consequently, the present revision petition is disposed of in the aforesaid terms.

May 24, 2019

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Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No