

**In The High Court for the States of Punjab and Haryana
At Chandigarh**

CRR(F)-1058-2019 (O&M)

Date of Decision:- 13.12.2019

Santosh Devi

... Petitioner

Versus

Mool Chand

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Deepak Choudhary, Advocate, for the petitioner.

GURVINDER SINGH GILL, J. (Oral)

The petitioner has approached this Court challenging order dated 15.10.2019 passed by the Family Court, Fatehabad whereby a petition filed by the petitioner under Section 125 Cr.P.C. has been dismissed. The operative portion of the impugned order reads as follows:

“12. An amount of ₹2 lakh was received as lumpsum by petitioner towards maintenance by jointly moving a petition under Section 13-B of Hindu Marriage Act, 1955 before competent court. This fact was mentioned in the petition that ₹2 lakh was fixed as lumpsum amount of maintenance as one time and was reiterated at the time of recording the statement of parties on first motion and second motion. Once the petitioner accepted lumpsum amount as full and final settlement, she is not entitled to maintenance under Section 125 Cr.P.C. again particularly when there is no such credible evidence to show that in case, she is not granted maintenance allowance, she would have to lead a life of vagrancy. Learned counsel for the petitioner has urged that there has been a considerable change in the circumstances but in the absence of any evidence to show that the petitioner is suffering from some serious ailment and also

the fact that nothing has been brought on record to show how she had been maintaining her during this intervening period, the prayer made by petitioner cannot be allowed. It has been held in **Sroj Bala @ Geeta Vs. Ashok Kumar Kalyan 2013(2) Civil Court Cases 337** that “*Wife accepting a lumpsum amount of ₹1.00 lac as a full and final settlement for maintenance etc. Wife not entitled to maintenance under Section 125 Criminal Procedure Code even if she did not marry after divorce.*” It was held in said judgment that “*8. Perusal of Section 125(4) of the Code reveals that wife residing separately by mutual consent is not entitled to maintenance. The case of the respondent is non higher pedestal. Firstly because the petitioner got the divorce by mutual consent. Thereafter, she is residing separately by mutual consent. Secondly, she had accepted a lump sum amount of maintenance as a full and final settlement and that stands paid.*” So far as the law cited by learned counsel for the petitioner is concerned, the facts of the said case were different.”

The aforesaid extract shows that the petitioner at the time of dissolution of marriage by mutual consent had accepted a lump sum amount of ₹2 lakhs towards maintenance as full and final settlement. In these circumstances, this Court does not find any infirmity in the impugned order and the same is hereby upheld.

Finding no merit in the present revision petition, the same is hereby dismissed.

December 13, 2019

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**(GURVINDER SINGH GILL)
JUDGE**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No