

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
(through video conferencing)**

CRR(F)-247-2021
Decided on : 03.08.2021

Suresh and anr.

..... Petitioners

Versus

Jaibir

..... Respondent

CORAM : HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Ms. Veena Hooda, Advocate
for the petitioners.

Manjari Nehru Kaul, J.(Oral)

A challenge has been laid to the order dated 15.01.2020 passed by the Family Court, Jhajjar vide which the execution petition filed by the petitioners was dismissed.

Learned counsel for the petitioners submits that the Court below fell in error by ignoring that the respondent had cheated and played a fraud upon the petitioners inasmuch as he failed to abide by the terms and conditions of the compromise arrived at between them as per compromise deed dated 13.08.2015. Learned counsel for the petitioners further submits that the agricultural land given by the respondent to petitioner No.1 as per terms of compromise deed was barren and even the house, which had been given to her to live in, was being previously used for keeping the cattle.

Brief factual matrix of the case may be noticed as under:

Due to a matrimonial dispute between petitioner No.1 and the

respondent, the former moved an application under Section 125 Cr.PC claiming maintenance from the respondent. Vide order dated 24.12.2010 (Annexure P-1), Rs.4,000/- per month (Rs.2,000/- each for both the petitioners) was granted as maintenance to the petitioners. Subsequently, the parties arrived at an amicable settlement and a compromise deed (Annexure P-2) was executed between them on 13.08.2015. In terms of the compromise effected between the parties, the respondent was to hand over one room from his ancestral house along with a bathroom, kitchen, door and boundary wall to the petitioners after carrying out constructions along with two acres of agricultural land for cultivation. Besides this, it was also agreed upon, that the responsibility of the two elder children of the parties would remain with the respondent while the upbringing of the youngest child (petitioner No.2) was to remain with her mother i.e. petitioner No.1. However, the marriage and other responsibilities of the youngest child (petitioner No.2) would also be that of petitioner No.1.

Heard and gone through the compromise deed as well as other material available on record including the impugned order.

Admittedly, petitioner No.1 continues to be in possession of the agricultural land, which was given to her for cultivation in terms of compromise arrived at between the parties. She also continues to be in possession of the room, which was given to her as per the terms and conditions of the compromise.

In the circumstances, once it is not disputed that petitioner No.1 is in possession of the agricultural land as well as the house, which has been given to her in terms of the compromise, she cannot now be permitted to

agitate and challenge the terms and conditions of the compromise on the ground that the land is barren and the room, which has been given to her, had been converted from a cattle shed. It is not her case either that the compromise arrived at between the parties was a result of any undue influence, pressure, greed, fear, coercion or fraud played upon her. It clearly stands revealed and reflected in the compromise deed that it was arrived at in the presence of petitioner No.1 wherein she categorically agreed to the terms and conditions as spelt out in the compromise deed.

In the circumstances, this Court does not find any infirmity, illegality or perversity in the order dated 15.01.2020 passed by the Family Court.

Accordingly, the present petition stands dismissed.

(MANJARI NEHRU KAUL)
JUDGE

03.08.2021

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Whether speaking/reasoned:	Yes/No
Whether reportable :	Yes/No