

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

**TA No.1177 of 2021 (O&M)**

**DATE OF DECISION: 06.12.2021**

Sapna Prabhakar

.....Petitioner

versus

Satnam Singh

.....Respondent

**CORAM:- HON'BLE MRS. JUSTICE ALKA SARIN**

Present: Mr. Parunjeet Singh, Advocate for the petitioner

..

**ALKA SARIN, J.** (Oral):

Heard in physical mode.

This is a petition under Section 24 of the Code of Civil Procedure, 1908 for transfer of the petition under Section 13(ia) and (ib) of the Hindu Marriage Act, 1955 (for short “HM Act”) being HMA Petition No.295 of 2020 titled as “*Sapna Prabhakar vs. Satnam Singh*” pending in the Court of Additional District Judge, Chandigarh to a Court of competent jurisdiction at Ludhiana.

The brief facts relevant to the present *lis* are that the petitioner herein filed a petition under Section 13 of the HM Act before the Additional District Judge, Chandigarh which is registered as HMA Petition No.295 of 2020. The petition was entertained and notice was issued to the respondent. The respondent stood served and the Court had adjourned the matter on 16.09.2021 to 12.01.2022 for appearance of the

parties and for exploring the possibility of an amicable settlement. The case of the petitioner is that she shifted to Ludhiana in March, 2021. However, though her parents are also residing at Ludhiana, she had to take a rented accommodation due to lack of accommodation with her parents. A copy of the Rent Deed-cum-Agreement dated 15.06.2021 executed for a period of eleven months has been appended with the petition as Annexure P-2. It has further been stated in the petition that the petitioner has no means of income and she is living in a rented accommodation and paying a monthly rent of Rs.5,000/-, which is being paid by her parents.

Learned counsel for the petitioner would contend that the petitioner would need to travel a distance of about 100 kilometres (one way) in order to attend the proceedings at Chandigarh, since she is now residing at Ludhiana and, thus, keeping in mind her convenience the case be transferred to Ludhiana.

In the present case, admittedly, the proceedings under Section 13(ia) and (ib) of the HM Act for dissolution of marriage by a decree of divorce were initiated by the petitioner-wife at Chandigarh. The only contention which has been raised by the wife is that she has now shifted to Ludhiana and, keeping her convenience in mind, the petition be transferred to Ludhiana. A perusal of the petition reveals that the Rent Deed-cum-Agreement (Annexure P-2) sought to be relied upon by the petitioner to show that the petitioner is now residing at Ludhiana is not

worth the paper it is written on. A perusal of the agreement shows that it is more of a declaration by the petitioner rather than a rent agreement. In fact, the document itself is suspicious in as much as it has been stated therein that the petitioner has been residing in the rented premises from 10.03.2021 onward after taking the premises on rent for eleven months. However, the agreement was reduced into writing only on 15.06.2021. Besides the said document there is nothing on the record to show that the petitioner is now residing in Ludhiana.

In view of the above, I do not find any merit in the present petition.

Dismissed.

**(ALKA SARIN)  
JUDGE**

06.12.2021  
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| <p><u>NOTE:</u><br/>Whether speaking/non-speaking: Speaking<br/>Whether reportable: YES/NO</p> |
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