

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(106+205)

CRM-M-8161-2021(O&M)
Date of Decision: 06.08.2022

Gurjit Singh

--Petitioner

Versus

Amandeep Kaur & another

--Respondents

CORAM:- HON'BLE MR. JUSTICE RAJESH BHARDWAJ.

Present:- Ms. Sheenam Kamboj, Advocate for the petitioner.

Mr. Varun Sharma, Advocate for the respondents.

RAJESH BHARDWAJ.J (Oral)

CRM-27714-2022

Application is allowed as prayed for.

Affidavit of respondent no.1 is taken on record as Annexure R-1.

Main Petition

The present petition has been filed under Section 482 Cr.P.C praying for quashing of impugned order dated 17.8.2020 (Annexure P-8) passed by learned Family Court, Gurdaspur whereby learned Family Court has ordered for attachment of salary of the petitioner for recovery of the amount of maintenance as also for setting aside the impugned execution proceedings bearing CRMP No.302 of 2019 titled as “Amandeep Kaur and another vs. Gurjit Singh” dated 17.9.2018 (Annexure P-7).

Having heard learned counsel for the parties, it is inferred that both the parties have amicably settled the dispute by arriving at a compromise. Parties were referred to the Mediation & Conciliation Centre of this court, where they arrived at a settlement/compromise dated

24.3.2021. Both the counsel submit that present petition be disposed of in view of the compromise arrived at. They are agreed that both the parties would be bound by the terms and conditions of the agreement arrived at and in case any party violates the terms and conditions of the agreement after disposal of this petition, the aggrieved party would be at liberty to revive the petition.

In view of the above position, present petition is disposed of in terms of the agreement/settlement dated 24.3.2021 arrived at between the parties. In case any party violates the terms and conditions of the agreement after disposal of this petition, the aggrieved party would be at liberty to revive the petition. Order dated 17.8.2020 (Annexure P-8) passed by the learned Family Court, Gurdaspur is quashed subject to the above mentioned terms and conditions of the agreement arrived at.

(RAJESH BHARDWAJ)
JUDGE

06.08.2022

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Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No