

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-674-2021

Date of decision 05.04.2022

Sumati Gulhati

....Appellant

vs

Prateek Bajaj

...Respondent

**CORAM: HON'BLE MS. JUSTICE RITU BAHRI
HON'BLE MR. JUSTICE ASHOK KUMAR VERMA**

Present: Ms. Munisha Gandhi, Sr. Advocate with
Mr. Viraj Gandhi, Advocate
for the appellant.

Mr. Piyush Kant Jain, Advocate and
Mr. Atul Goyal, Advocate
for the respondent.

Ritu Bahri, J. (Oral)

The present appeal has been filed against order dated 15.07.2021 passed by learned Additional District Judge, Chandigarh, vide which the application filed under Section 28-A of the Hindu Marriage Act, 1955 (for short 'Act 1955') by the appellant-wife, has been dismissed.

In the present case, notice of motion was issued on 30.07.2021 and on 19.08.2021, parties were directed to appear before the Court through virtual hearing. On 24.08.2021, the respondent offered that he can buy a double bedroom flat in Jammu amounting to Rs.50-60,00,000/- and a policy amounting to Rs.25,00,000/- of ICICI, which will mature when the child will attain the age of majority i.e 18 years and she would get approximately Rs.52,00,000/- which would be used for higher education of the child. Thereafter, the matter was adjourned sine die to await the decision of C.R. No. 1015-2021, which was subsequently dismissed vide order dated 09.12.2021.

The main appeal was ordered to be listed and the respondent was directed to come to India from Singapore for an out of Court settlement, as observed in order dated 28.02.2022 of this Court. On 10.03.2022, the parties were again directed to remain present in Court on the next date of hearing. On 04.04.2022, an affidavit was filed by the respondent in Court and the same was taken on record. The matter was then referred to Mediation and Conciliation Centre of this Court and Mr. Swaran Sandhir, Advocate was appointed as a Mediator to help the parties with an amicable settlement.

Today, learned counsel for the parties submit that the matter stands duly compromised between the parties, as per compromise deed dated 04.04.2022 before the Mediation and Conciliation Centre of this Court. The compromise deed is duly signed by the parties and the same is taken on record as Annexure A-6. The respondent has agreed to pay Rs.2,00,00,000/- to the appellant towards permanent alimony and maintenance for past, present and future as well as towards maintenance of minor child-Aadit @ Aadit Bajaj for past, present and future. The amount will be paid as per conditions mentioned in para No. 5 of the compromise deed dated 04.04.2022 (A-6).

Appellant is present in the Court and has admitted the factum of compromise between the parties. She stated that she will abide by the conditions of the compromise deed dated 04.04.2022 (A-6). She has further stated that the petition filed by the respondent under Section 13 (1) (i-a) for dissolution of marriage by decree of divorce, already stands dismissed on 22.11.2021 (A-4) by Addl. District Judge, Chandigarh.

In view of the above factual position, the present appeal stands disposed of, in view of compromise deed dated 04.04.2022 (A-6) and the parties are allowed to file a fresh petition seeking dissolution of marriage

through mutual consent before Addl. District Judge, Chandigarh on or before 30.04.2022.

(RITU BAHRI)
JUDGE

(ASHOK KUMAR VERMA)
JUDGE

05.04.2022
G Arora

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