

CM-21595-CII-2023 in/and
FAO-M-29-2020 (O&M)

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2023:PHHC:155245-DB

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CM-21595-CII-2023 in/and
FAO-M-29-2020 (O&M)
Date of Decision: 05.12.2023

PARAMJIT DEVI

... Appellant

Vs.

GURJEET SHARMA @ ROHIT SHARMA

..Respondent

CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Gaurav Sharma, Advocate for appellant-wife.

Mr. A.K. Walia, Advocate for respondent-husband.

...

SUDHIR SINGH, J. (Oral)

CM-21595-CII-2023

This is an application for preponing the date of hearing of the main appeal from 13.03.2024 to an early date.

Learned counsel for respondent-husband prays that as a settlement/compromise dated 21.10.2022 has been arrived at between the parties and they have decided to part ways on the terms and conditions contained in the said settlement/compromise, the appeal be decided on the basis of compromise and the hearing of the main case be preponed to today.

Heard. For the reasons stated in the application, the same is allowed and the date of hearing in the main appeal is preponed to today and the same is taken up on Board today itself.

FAO-M-29-2020 (O&M)

1. Vide judgment and decree dated 24.01.2020 passed by the ld.

Addl. District Judge, Sangrur, the petition filed by the respondent-husband

seeking divorce under Section 13 of the Hindu Marriage Act, 1955, was allowed.

2. Learned counsel for the appellant submits that marriage between the parties was solemnized in the year 2009 according to Hindu rites and ceremonies and out of the said wedlock, one male child was born.

3. It is worth noticing that during pendency of the appeal, vide order dated 04.07.2022, on the joint request made by learned counsel for the parties, the matter was referred to the Mediation and Conciliation Centre of this Court for an amicable settlement between the parties. The Mediator has submitted a report dated 21.10.2022 that the matter stands settled between the parties.

4. It is important to note here that vide order dated 16.05.2023, CM-8450-CII-2023 for converting the main appeal into a petition under Section 13-B of the Act was allowed subject to all just exception. In view of this, CM-8462-CII-2023 was allowed and the petition under Section 13-B of the Act duly supported by affidavit of both the parties alongwith agreement/compromise dated 21.10.2022 was ordered to be taken on record.

5. Admittedly, in the instant case, the marriage between the parties was solemnized in the year 2009 at District Sangrur, according to Hindu Rites and ceremonies. After marriage, the parties lived together as husband and wife and cohabited with each other as husband and wife and from this wedlock, one male child was born, who is living under the care and custody of husband since the separation of the parties. However, after sometime the relations between the parties had become strained due to irreconcilable differences and misunderstanding and they are living separately since 2016.

There is no chance of any reconciliation between the parties.

6. From bare perusal of the record, it appears that vide order dated 16.05.2023, statements of the parties at first motion have already been recorded in this Court wherein the parties had reiterated the terms and conditions of the settlement as detailed in the settlement/agreement dated 21.10.2022 arrived at between them and thereafter the case was adjourned for recording statements of the parties at second motion.

7. Today a joint statement by way of affidavits dated 05.12.2023 is submitted by the parties in the Court. The same are taken on record wherein they reiterated that the statements made by them on affidavits be read as part of their second motion statement. They reiterated that as per terms and conditions of the settlement/agreement dated 21.10.2022, husband has handed over amount of Rs.9,50,000/- by way of two demand drafts to the wife and have received the keys of the residential house of his mother from the wife.

8. The terms and conditions as contained in para No.8 of the settlement/compromise dated 21.10.2022 arrived at between the parties, would read as under: -

“(a) The parties have concluded that Gurjeet Sharma @ Rohit Sharma and Paramjit Devi will not be able to live as husband and wife and have decided to part ways by getting divorce from each other on the basis of mutual consent.

b) It has been further decided between the parties that an application will be filed by both the parties along with the affidavits of both the parties for converting the present FAO No.M-29 of 2020 into a petition under Section 13B of the Hindu Marriage Act for getting divorce on mutual consent basis in view of the present settlement/agreement on or before 31.01.2023.

c) It has been agreed between the parties that Gurjeet Sharma-husband/second party shall pay a total amount of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) to the Paramjit Devi-wife/first party as permanent alimony and maintenance (past, present and future). The amount of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) shall be full and final amount for present, past and future and

no further amount shall be claimed by the wife on any account i.e. dowry articles, permanent alimony and maintenance (past as well as future).

(d) It has been agreed that the second party-Gurjeet Sharma will hand over a demand draft of Rs.9,50,000/- (Rupees Nine Lacs and Fifty Thousand only) in favour of Paramjit Devi-first party in the Hon'ble High Court at the time of allowing the petition under Section 13-B of Hindu Marriage Act by this Hon'ble Court.

(e) That it has been further agreed between the parties that the custody of minor child Jashanpreet Sharma will remain with the second party-Gurjeet Sharma. The first party-Paramjit Devi will not claim the custody of the child in future.

(f) It has been mutually agreed between both the parties that the first party-Paramjit Devi will be at liberty to meet the minor child Jashanpreet Sharma in the school premises known as Banda Singh Bahadur School, Ladbanjara, Tehsil Dirba, District Sangrur, in the first week of every month and the second party-Gurjeet Sharma will have no objection for the same.

(g) It has been further agreed between the parties that the first party-Paramjit Devi will hand over the keys of vacant house premises belonging to mother namely Baljit Kaur of second party, in the Hon'ble High Court to the second party at the time of allowing the petition under Section 13-B of Hindu Marriage Act.

(h) It has been further agreed that both the parties will be bound to withdraw their respective cases stated in para No.7 herein above and also all other cases whatsoever pending against each other or their respective family members etc. on behalf of either of the first party or second party and also including the cases in the name of their family members after allowing of petition u/s 13 B of HMA by this Hon'ble Court.

(i) It has been further agreed that the second party will file petition for quashing of the FIR lodged by the first party mentioned in para No.7(i) before this Hon'ble Court after allowing of petition u/s 13B of HMA. The first party shall have no objection if the said FIR is quashed. The first party shall make a statement in this regard before the Hon'ble Court."

9. In view of the settlement/compromise effected between the parties, present petition under Section 13-B of the Act is allowed and judgment and decree dated 24.01.2020 passed by Id. Addl. District Judge, Sangrur, is set aside. The marriage between the parties is dissolved by a

decree of divorce by way of mutual consent.

10. However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid settlement/compromise, which shall form part of the decree.
11. Decree sheet be drawn accordingly.
12. Pending application(s), if any, shall stand disposed of.

(SUDHIR SINGH)
JUDGE

05.12.2023
Jasmine Kaur

(SUMEET GOEL)
JUDGE

Whether speaking/reasoned	Yes	No
Whether reportable	Yes	No