

**254 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****FAO No.817 of 2022 (O&M)
Date of Decision:05.07.2023**

Nirmaljeet Kaur

..... Appellant

V/s.

Satnam Singh

.....Respondent

**CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH
HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Gagandeep Singh, Advocate for the appellant
alongwith the appellant.

Mr. Satwant Singh Rangi, Advocate for the respondent
alongwith the respondent.

Raj Mohan Singh, J. (Oral)

This appeal has been preferred by the respondent-
Nirmaljeet Kaur, against the order dated 09.01.2020 passed by the
Principal Judge, Family Court, Gurdaspur vide which the application
under Section 24 of the Hindu Marriage Act, 1955 filed by the appellant
was disposed of.

The appellant also filed an application for recalling of order
dated 09.01.2020 and the said application was held to be not
maintainable and was dismissed accordingly vide order dated
19.08.2021. Both the orders have been assailed in the present appeal.
During pendency of the present appeal, the matter was referred to
Mediation and Conciliation Centre of this Court and the parties have
amicably resolved their differences while entering into a settlement-

cum-agreement on 05.07.2022. The agreed settlement was signed by both the parties. The terms and conditions of the settlement are incorporated in para no.5 of the agreement which read as under:

“5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/ Agreement in the presence of the Mediator which are as follows:

- a) The parties have mutually agreed to put an end to litigation present and future. It has been mutually agreed between the parties that they will seek decree of divorce by way of mutual consent. It has been further agreed between the parties that the second party will withdraw the case present case under Section 13 of the Hindu Marriage Act on the date fixed and they will jointly filed petition under Section 13-B of Hindu Marriage Act at Gurdaspur. It is further agreed that the same shall be filed on or before 25.07.2022. It is further agreed between the parties that the second party will transfer S.C.F. No.30 and 31, Shastri Nagar, Batala, district Gurdaspur both measuring 5 marlas each (constructed) in the name of both his sons Rubaldeep Singh and Avaluday Singh on or before 30.07.2022 after the first motion statement. At present the first party alongwith both her sons are in possession of the property and are staying there.*
- b) That after the transfer of abovesaid properties bearing S.C.F. No.30 and 31, there is no claim left against the second party by the wife and the sons. The first party has gracefully stated that she does not want any alimony from the second party nor she will claim and future. That the first party shall not claim any maintenance or any other claim in*

movable or immovable property of the second party after the transfer of abovesaid properties in the name of Rubaldeep Singh and Avaluday Singh.

- c) That it is further agreed between the parties that the first party will withdraw both her cases under Domestic Violence Act as well as the present FAO on the date fixed. It is further agreed by both the parties that they will withdraw all litigations pending before any Court of law/ authority or any other pending litigation anywhere which do not find mention in the present settlement, arising out of the present matrimonial discord on or before by 31st August, 2022. It is further agreed that both the parties along with their family members will not file any fresh litigation arising of the present matrimonial discord. Both the parties have shed their grudges against each other side.*
- e) Both the parties have agreed that they will not defame or malinge the image of each other in the society and will live peacefully.*
- f) It is further agreed that there is no dispute with regard to dowry articles as the same stood settle between the parties, however, the first party will return two gold bangles belonging to the second party at the time of second motion statement. It is further agreed that after the transfer of property in the name of sons they are free to use the property as per their own wish and second party will not interfere in their peacefully for all times to come.”*

As per condition No.5-a) and 5-b), SCF Nos.30 and 31,

Shastri Nagar, Batala, District Gurdaspur shall be transferred by the

respondent in favour of their sons namely, Rubaldeep Singh and

Avaluday Singh. The date of proposed transfer has already expired but later on the parties have agreed that in addition to the aforesaid transfer of 02 SCF Nos.30 and 31, Shastri Nagar, Batala, the respondent would also part with an amount of Rs.15.00 lacs in favour of the appellant in order to give effect to the compromise in pith and substance to the satisfaction of all claims of the appellant.

In the light of the aforesaid understanding, both the parties agree that the present appeal may be disposed of with a liberty to the parties to file a comprehensive petition under Section 13-B before the trial Court for mutual divorce and pursue the case thereafter, in accordance with law.

Disposed of.

(Raj Mohan Singh)
JUDGE

05th July, 2023

Sonia Puri

(Harpreet Singh Brar)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No