

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

**IOIN-FAO No.1081 of 2021 in/and
FAO No. 1081 of 2021(O&M)**

Date of Decision: June 02 , 2023.

Gurbinder Singh

..... APPELLANT (s)

Versus

Ikwinder Kaur

..... RESPONDENT (s)

**CORAM:- HON'BLE MRS.JUSTICE LISA GILL
HON'BLE MRS.JUSTICE RITU TAGORE**

Present: Mr. Ajaivir Singh, Advocate
for the appellant.

None for the respondent.

LISA GILL, J.

1. This appeal has been put up before us by the Registry for directions regarding release of Demand Draft dated 10.11.2021 issued in favour of the respondent.

2. Learned counsel for the appellant submits that the matter has been amicably resolved between the parties before the Mediation and Conciliation Centre of this Court. Matrimonial ties, it is submitted, have been resumed. Parties alongwith minor children are living together in the matrimonial home. Copy of Settlement/Agreement dated 10.05.2023 is taken on record as Annexure A1, subject to just exceptions. Terms and conditions of the settlement as contained in clause 7(ii) to (xv) read as under:-

- ii) It is pertinent to mention here that first party- Gurbinder Singh has agreed that he will look after his wife (second party-Ikwinder Kaur) and his minor son. The second party also will look after her husband and in-laws family in matrimonial home at Village Kot Ranjha. The first party- Gurbinder Singh will also abide his matrimonial allegations and duties

towards his wife and minor son. Further more, the first party would be responsible for other household expenses and educational expenses of the minor son- Sarabjot Singh and also maintain his wife as well.

- iii) Both the parties have agreed that they will play an active and constructive role for providing each other an emotional and social support for creating a congenial atmosphere/environment in the matrimonial home.
- iv) It has been agreed between the parties that the father (Baldev Singh) of the first party- Gurbinder Singh can/will also reside/live with them (first party and second party) and his elder son at their house and they will give due respect to the father of the first party. All the above said persons would reside in the above said house at village Kot Ranjha as joint family or as the option of the parties.
- v) Both the parties have further agreed that they will co-operate with each other at the time of difficulty and happiness.
- vi) Both the parties have agreed that they would bury their differences/disputes and will not pick-up quarrels on petty issues. Furthermore they will not use abusive language against each other.
- vii) Both the parties have further agreed that they will respect and love each other along with their son Sarabjot Singh.
- viii) Both the parties have mutually agreed to resume their cohabitation with their free mind and sweet will.
- x) That both the parties have agreed to withdraw their respective cases filed by them as mentioned in para No.6 on pending dates of their respective cases or any alternate date whatever suits/appropriate to both the parties.
- xi) It is further agreed between the parties that the first party Gurbinder Singh will pay the above said pending maintenance amount about Rs.2,50,000/- plus Rs.30,000/- as litigation expenses granted by the Hon'ble High Court vide order dated 21.09.2021 (Rupees Two Lacs and Eighty Thousand only) to second party along with minor son in the shape of Demand Draft and the same would be handed over to the second party- Ikwinder Kaur before 06.06.2023. The above said draft amounting to Rs.30,000/- was deposited to the Registry and is still lying there and its validity had expired. The first party- Gurbinder Singh would at liberty to withdraw the said draft from the Ld. Registry of this Hon'ble Court.
- xii) It is further agreed between both the parties that both the parties would not cause any harm intentionally to each other and also both the parties would

abide the law and not taken the law in their hands.

- xiii) It is also agreed for rehabilitation of second party and her minor son, the first party (husband's family) would brought to the second party along with minor son at matrimonial home (Village Kot Ranjha) on or before 20.05.2023.
- xiv) The first party has no objection if the second party carries/retains her mobile phone with her.
- xv) The first party will not forbid or have any objection if the second party intends to visit her parental home, vice-versa the second party would be get permitted by first party.

3. In view of the abovesaid factual position, appellant seeks to withdraw the appeal. At request of learned counsel for the appellant, hearing of the appeal is preponed from 02.08.2023 for today itself.

4. It is submitted that in terms of the settlement, demand draft which has now in any case lapsed, should be handed over to the appellant. It is directed that said Demand Draft be released to the appellant subject to just exceptions.

5. Accordingly, appeal is dismissed as withdrawn with liberty to the respondent to avail her remedy in accordance with law to recover the agreed amount in case it is not released to her in terms of the settlement.

(LISA GILL)
JUDGE

(RITU TAGORE)
JUDGE

June 02 , 2023.
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No