

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-M-167 of 2011 (O&M)

Date of Decision:16.03.2023

Sameer Mahajan

.....Appellant

Versus

Bhawna

..... Respondent

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

HON'BLE MRS. JUSTICE RITU TAGORE

Present: Mr. Vipin Mahajan, Advocate
for the appellant.Mr. A.P.Singh, Advocate
for the respondent.

LISA GILL, J(Oral).

This appeal has been filed by the appellant-husband, challenging judgment and decree dated 05.04.2011, passed by the learned District Judge, Gurdaspur, whereby petition under Section 13 of the Hindu Marriage Act (for short 'the Act'), filed by him has been dismissed.

During pendency of this appeal, matter has been amicably resolved between the parties and it is decided amongst them that they shall part ways amicably. Statements of the parties at first motion to this effect were recorded on 14.03.2023. Terms and conditions of the settlement were reduced in writing on 23.02.2023. It is agreed that appellant-husband would pay a total sum of ₹8,00,000/- to the respondent–Bhawna towards full and final settlement of all her claims-past, present and future including permanent alimony, maintenance etc. It is further agreed that possession of

Flat No.16(B), [2BHK], First Floor, Vault Homes, Sector 127, adjoining Gillco Valley, Kharar, District SAS Nagar (Mohali), already purchased by husband, in the name of minor daughter namely Jasmine, would be handed over to respondent-Bhawna. Appellant has paid a sum of ₹4,00,000/- out of total payment of ₹8,00,000/- through RTGS on 06.02.2023 to the respondent-Bhawna.

Today, the appellant-husband has handed over two set of keys of the abovesaid flat, original registry (registered sale deed) and mutation thereof as well as demand draft of Rs. 4,00,000/- to the respondent-Bhawna. It is agreed that custody of minor child shall remain with the respondent-Bhawna. Photocopy of demand draft no. 733933, amounting to Rs. 4,00,000/-, is taken on record subject to just exceptions. Respondent-wife present in Court submits that she is ready and willing to accept the same. It is prayed by both the parties, present in Court and duly identified by their counsel that application seeking conversion of the petition into one under Section 13-B of the Act, was allowed on 13.03.2023. Their statements at first motion recorded on 14.03.2023. They reiterate their stand. Appellant and respondent now seek waiver of statutory period of six months for recording their statements at second motion as it is submitted that there is no possibility of their cohabiting together and settlement between them is genuine. In support of this assertion, reliance has been placed upon the judgment of the Hon'ble Supreme Court in **Amardeep Singh Vs. Harveen Kaur, 2017(8) SCC 746**, wherein the Hon'ble Supreme Court has held that the Court in case of there being no hope for bringing together the parties with parties being unable to live with each other in future, the said mandatory period can be waived off.

In the light of the above and keeping in view the judgment passed by the Hon'ble Supreme Court in *Amardeep Singh's* case (supra), this Court is satisfied in the light of the facts and circumstances of the present case that the parties have not been able to live together since 15.06.2007 and there has been complete disruption of marital relations. With no possibility of reconciliation between them despite earnest efforts for reconciliation, the marriage has broken irretrievably. The parties have genuinely settled their differences and the waiting period will only prolong their agony. The parties have thus made out a case for waiver of the statutory period of six months.

Period of six months in the given facts and circumstances is waived off. Statements of the parties at second motion have been recorded separately. They have reiterated their statements at first motion. Respondent-wife stated that she has received the entire agreed amount. Parties have stated that compromise has been arrived at out of their own free will and volition without any pressure, coercion or undue influence from any quarter. Parties have stated that they shall remain bound by their statements. The entire agreed amount as well as two set of keys of the abovesaid flat, original registry (registered sale deed) and mutation has statedly been received by the respondent-wife. It is agreed that the child would remain in the custody of the respondent-wife. Parties have stated that they would not initiate any further proceedings i.e., civil or criminal against each other. Compromise/settlement between the parties appears to be genuine.

Keeping in view the facts and circumstances as above, judgment and decree dated 05.04.2011, passed by the learned District Judge, Gurdaspur, is set aside. Petition under Section 13-B of the Act, is allowed.

Marriage solemnized between the parties is dissolved by way of mutual

consent under Section 13-B of the Act. The parties shall remain bound by the terms and conditions of the settlement arrived at between them. Appeal is disposed of accordingly. Decree sheet be prepared accordingly.

Pending miscellaneous applications, if any, shall stand disposed of accordingly.

(LISA GILL)
JUDGE

(RITU TAGORE)
JUDGE

March 16, 2023.
s.khan

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